

(CHANCERY/CIRCUIT) COURT OF TENNESSEE
140 ADAMS AVENUE MEMPHIS, TENNESSEE 38103
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

NO. CT-cv-03403-01 AD DAMNUM \$300,000.00 AUTO ☒ OTHER ☒
 Susan Wright and husband, John Wright c/o Jason G. Whitworth, 202 S. Cooper, Memphis, TN 38104

 Home Address

vs. PLAINTIFF Business Address
 Progressive Direct Insurance Company 6300 Wilson Mills Rd., Mayfield, OH 44143

 Home Address
 Mountain Laurel Assurance Co 6300 Wilson Mills Rd., W33 Mayfield, OH 44143-2182

 Business Address

DEFENDANT
 TO THE DEFENDANT(S): Progressive Direct Insurance Company, 6300 Wilson Mills Rd., Mayfield, OH 44143
~~Mountain Laurel Assurance Co, 6300 Wilson Mills Rd., W33 Mayfield, OH 44143-2182~~

 (Serve both through Tennessee Commissioner of Insurance)

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and serving a copy of your answer to the Complaint on Jason G. Whitworth Plaintiff's attorney, whose address is 202 S. Cooper, Memphis, TN 38104, telephone 901.729.9999 within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JIMMY MOORE, Clerk

KENNY ARMSTRONG, Clerk & Master

TESTED AND ISSUED 6/29, 2007 By [Signature], D.C.

TO THE DEFENDANT(S):

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

COST BOND

I hereby acknowledge and bind myself for the prosecution of this action and payment of all costs not to exceed \$500.00 in this court which may at any time be adjudged against the plaintiff in the event said plaintiff shall not pay the same.

Witness My Hand this _____ day of _____, 20____

Certification when applicable

I, KENNY ARMSTRONG, Clerk & Master of the Chancery Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this _____
 KENNY ARMSTRONG, Clerk & Master

By: _____, D.C.

Surety

I, JIMMY MOORE, Clerk of the Circuit Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this _____

JIMMY MOORE, Clerk

By: _____, D.C.



Front

RETURN ON SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M.
a copy of the summons and a copy of the Complaint to the following defendants

Mark Luttrell, Sheriff
By _____
Deputy Sheriff

PRIVATE PROCESS SERVER

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the
summons and a copy of the Complaint to the following defendants

(PLEASE PRINT THE FOLLOWING)

Private Process Server	Address
Company	Phone
Other manner of service:	Signature
_____	_____
_____	_____
_____	_____

I hereby certify that I have NOT served this Summons on the within named defendant(s) _____

because _____ is / are not to be found in this County for the
following reason(s): _____

Mark Luttrell, Sheriff

This _____ day of _____, 20____ By _____
Deputy Sheriff

NO. _____	D. _____	IN THE (CHANCERY/CIRCUIT) COURT OF TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS		SUMMONS IN CIVIL ACTIONS		PLAINTIFF	VS.	DEFENDANT	Came to hand _____	Attorney for Plaintiff	Tel. No. _____
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IN THE CIRCUIT OF TENNESSEE FOR THE
THIRTIETH JUDICIAL CIRCUIT AT MEMPHIS

FILED
JUN 29 2007

CIRCUIT CLERK
BY RC DC

SUSAN WRIGHT, and husband,)
JOHN WRIGHT,)

Plaintiffs,)

vs.)

No. CT-003403-07

PROGRESSIVE DIRECT)
INSURANCE COMPANY and)
MOUNTAIN LAUREL ASSURANCE)
CO)

DIV. VI

Defendants.)

I, JIMMY [unclear]
of the [unclear] County

COMPLAINT

to be
as filed
6/29/07

COME NOW the Plaintiffs, by and through counsel, and for their cause of action would show
the following.

I.

PARTIES AND JURISDICTION

1. Plaintiffs, Susan and John Wright, are citizens and residents of Memphis, Shelby, Tennessee.

2. The Defendant Progressive Direct Insurance Company (hereinafter "Progressive") is a foreign insurance company authorized to operate as a motor vehicle insurance company in Tennessee, and which solicits and sells policies of insurance to citizens of Tennessee. Its home office is 6300 Wilson Mills Rd, Mayfield, OH 44143, and may be served through the Tennessee Commissioner of Insurance.

3. The Defendant Mountain Laurel Assurance Co (hereinafter "Mountain Laurel") is a foreign insurance company authorized to operate as a motor vehicle insurance company in Tennessee, and which solicits and sells policies of insurance to citizens of Tennessee. Its home office is 6300 Wilson Mills Rd, W33, Mayfield, OH 44143-2182, and may be served through the Tennessee Commissioner of Insurance.

4. This lawsuit is for breach of an uninsured motorist insurance policy solicited, entered into, and breached in Memphis, Shelby County, Tennessee.

II.

FACTUAL ALLEGATIONS

5. Defendants Progressive and/or Mountain Laurel, acting by and through their agent, solicited and sold to Plaintiffs an uninsured motorist insurance policy, and issued policy number 11773368-3 with coverage period from April 14, 2006 through October 14, 2006, and limits of coverage of \$100,000.00. A copy of said policy is attached hereto as Exhibit A and incorporated herein by reference. Upon info
5/1/07
12
15

6. In the alternative, Plaintiffs allege that Defendant Mountain Laurel has an agreement with Defendant Progressive to underwrite contracts of insurance issued under Defendant Progressive's name, and that the Plaintiffs are third-party beneficiaries of such underwriting agreement between the Defendants. Dover
5/1/07
12
15

7. Said policy provided uninsured motorist insurance coverage, pursuant to TCA §56-7-1201 et seq. and subject to its provisions. T

8. At all times pertinent herein, Plaintiff Susan Wright's son-in-law, Majid Al Younis was the owner of a 2004 Chevrolet Impala, VIN 2G1WF52E449352291, with Tennessee license number 812FGY.

9. At the time that the vehicle was purchased, Plaintiff Susan Wright agreed to cosign as a guarantor on a loan for Mr. Al Younis to finance the vehicle. At all times, it was their intention that Mr. Al Younis was to be the purchaser and owner of the vehicle.

10. Contrary to the intentions of Plaintiff Susan Wright and Mr. Al Younis, and in spite of their requests to the salesperson that Mr. Al Younis was the purchaser and that Ms. Wright was to be a mere cosigner or guarantor on a loan, the dealership mistakenly and/or wrongfully submitted an application for title to the State, causing Plaintiff Susan Wright to appear on the certificate of title and in its records.

11. At all times, it was Plaintiff Susan Wright's intention to make Mr. Al Younis the sole owner and holder of legal title to the Impala. Immediately following its purchase, she gave the Impala to Mr. Al Younis, for his exclusive ownership, titling, control, use, and maintenance.

12. At no time prior to the wreck did Plaintiff Susan Wright become aware that her name had been placed on the certificate of title of the Impala, and it was never her intent to do so.

13. On or about June 30, 2006, at approximately 4:25 p.m., your Plaintiff Susan Wright was riding as a passenger in said 2004 Chevrolet Impala, which was being operated by her daughter, Sharon Al Younis.

14. Andrew M. Eaton [hereinafter, the Tortfeasor] was the owner and operator of a 1994 Ford Explorer with Tennessee registration for the year 2007, license plate number 203 DDQ, with vehicle registration number 1FMDN32X9RUA52830.

15. On said date and time, Ms. Al Younis was operating the Impala northbound on Summer Avenue. The Tortfeasor was traveling southbound on Summer Avenue.

16. The Tortfeasor, while operating the Ford Explorer, recklessly and/or negligently attempted to make a left hand turn, thereby causing his vehicle, suddenly and without warning, to cross into the northbound lane of Summer Avenue and to strike the Chevrolet Impala driven by Ms. Al Younis.

17. As a result of such collision, your Plaintiff Susan Wright, was violently thrown in and about the vehicle was severely injured as stated more specifically hereinafter.

18. It is averred that the Tortfeasor was negligent and grossly negligent in the operation of his vehicle on the date and time and at the place hereinabove alleged and that such negligence and gross negligence were the direct and proximate causes of the collision and resulting injuries and damages to your Plaintiff Susan Wright.

19. Plaintiffs charge and aver that the Tortfeasor was guilty of the following acts of common law negligence, each and all of which acts or omissions contributed to and were the proximate cause or causes of the wreck and resulting injuries and damages to your Plaintiff herein, said acts of negligence being:

- a. Negligently and carelessly failing to maintain control of his vehicle;
- b. Negligently failing to use that degree of care and caution in the operation of his vehicle as is required of a reasonable, prudent driver;
- c. Negligently failing to keep and maintain a proper lookout for other automobiles or vehicles;
- d. Negligently failing to devote full time and attention to the driving and

operation of his vehicle;

e. Negligently and/or recklessly failing to maintain his vehicle within the proper lanes for traffic so as to avoid striking the Plaintiff's vehicle;

f. Negligently failing to slow or bring his vehicle under control by applying his brakes in time to avoid the collision;

g. Negligently and/or recklessly turning in front of oncoming traffic suddenly and without warning; and,

h. Such other acts and omissions of negligence as may be determined by the jury.

20. At the time of this collision, there were in full force and effect certain statutes of the State of Tennessee governing the operation of motor vehicles on the roads and highways of this State, which the Tortfeasor violated, and such violations were negligence *per se* and constituted the direct and proximate cause of the collision and resulting injuries and damages to your Plaintiff, including but not limited to the following:

T.C.A. § 55-10-205 Reckless Driving. A. Any person who drives any vehicle in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

T.C.A. §55-8-123 Driving on Roadways Laned for Traffic. Whenever any roadway has been divided into two or more clearly marked lanes for traffic, the following rules, in addition to all others consistent herewith, shall apply:

1) A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety.

T.C.A. §55-8-141 (a) Turning movements. (a) No person shall turn a vehicle at an intersection unless the vehicle is in proper position upon the roadway as required in §55-8-140, or turn a vehicle to enter a private road or driveway, or otherwise turn a vehicle from a direct course or move right or left upon a roadway, unless and until such movement can be made with reasonable safety. No person shall so turn any vehicle without giving an appropriate signal in the manner provided in §§55-8-143

and 55-8-144 in the event any other traffic may be affected by such movement.

21. At the time of this collision, there were in full force and effect certain ordinances of the City of Memphis governing the operation of motor vehicles on the roads and highways of this city, which Mr. Eaton violated, and such violations were negligence *per se* and constituted the direct and proximate cause of the collision and resulting injuries and damages to your Plaintiff, including but not limited to the following:

Memphis City Code Sec. 21-87. Duty to devote full time and attention to operating vehicle. It shall be unlawful for a driver of a vehicle to fail to devote full time and attention to operating such vehicle when such failure, under the then existing circumstances, endangers life, limb or property.

Memphis City Code Sec. 21-88. Duty to drive at safe speed, maintain lookout and keep vehicle under control. Notwithstanding any speed limit or zone in effect at the time, or right-of-way rules that may be applicable, every driver shall: (1) Operate his vehicle at a safe speed. (2) Maintain a safe lookout. (3) Use due care to keep his vehicle under control.

Memphis City Code Sec. 21-94. Passing vehicles proceeding in opposite direction. Drivers of vehicles proceeding in opposite directions shall pass each other to the right, and upon roadways having widths of not more than one line of traffic in each direction, each driver shall give to the other at least one-half of the main travelled portion of the roadway as nearly as possible.

Memphis City Code Sec. 21-113. Turning movements generally. (A) No person shall turn a vehicle at an intersection, turn a vehicle to enter a private road or driveway, or otherwise turn a vehicle from a direct course of move right or left upon a roadway unless and until such movement can be made with reasonable safety.

Memphis City Code Sec. 21-117. Turning and stopping signals generally. The driver of any vehicle who intends to stop or turn, or partially turn from a direct line, shall first see that such movement can be made in safety, and whenever the operation of any other vehicle may be affected by such movement, shall give an appropriate signal, plainly visible to the driver of such other vehicle, of his intention to make such movement.

Memphis City Code Sec. 21-121. Right-of-way when vehicle turning left at intersection. The driver of a vehicle within a intersection intending to turn to the left

shall the right-of-way to any vehicle approaching from the opposite direction which is within the intersection or so close thereunto as to constitute an immediate hazard, but such driver, having so yielded and having given a signal when and as required by this article, may make such left turn and the drivers of all other vehicles approaching the intersection from the opposite direction shall yield the right-of-way to the vehicle making the left turn.

Memphis City Code Sec. 21-128. Reckless driving. -- (a) Any person who drives any vehicle in a willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

22. As a result of the aforementioned negligent and grossly negligent acts and omissions in violation of the state statutes and common law of the State of Tennessee on the part of the Tortfeasor, the same being a direct and proximate cause, the Plaintiff Susan Wright, suffered and incurred the following injuries and damages, to wit:

- a. Severe, painful, and permanent injuries to various parts of her body;
- b. Disturbance of her nervous system;
- c. Fright, serious shock, and emotional distress;
- d. Great physical and mental suffering;
- e. Lost income;
- f. Impaired future earning capacity;
- g. Inability to enjoy the normal pleasures of life; and,
- h. Expenses for medical, hospital, physicians, nurses, transportation, pharmaceuticals, and other special services both incurred and to be incurred in the future for an indefinite period of time.

23. Plaintiff John Wright has suffered loss of consortium and services of his wife and interference in their marital relationship.

24. At the time of the wreck, the Tortfeasor was an uninsured motorist to the extent that Plaintiffs' damages exceed the Tortfeasor's limits of liability insurance in the amount of \$25,000.00.

25. Plaintiffs timely made demand for payment under the insurance policy, complied with the wishes and requests of the Defendants and has fully cooperated with the Defendant insurance companies.

26. Pursuant to the statutory procedure, notice was sent to the Defendant Progressive that the Tortfeasor had offered the limits of his liability insurance in the amount of \$25,000.00 to settle the tort claim against him, and requesting Defendant Progressive to waive its subrogation claim. See Exhibit B.

27. Defendant Progressive responded that there was no uninsured motorist coverage under the policy, thereby waiving its rights to obtain consent, seek to recover subrogation, or to be sued in the name of the Tortfeasor. See Exhibit C.

28. In spite of having insurance coverage under the policy, and in spite of the legitimacy of Plaintiffs' claim, the Defendants denied the Plaintiffs' claims by letters attached hereto and incorporated herein as Collective Exhibit D.

29. The Defendants have breached the contract of insurance by refusing to provide coverage for injuries and damages sustained by Plaintiffs as a result of the motor vehicle wreck.

III.

CAUSES OF ACTION

COUNT I - BREACH OF CONTRACT

30. Plaintiff reiterates and realleges Paragraphs 1 - 29 hereinabove as if specifically set forth herein.

31. The damages sustained by the Plaintiff are covered by the insuring clause of the policy which provides that "we will pay for damages . . . which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of bodily injury: 1. sustained by an **insured person**." Exhibit A, page 15.

32. The coverage provided by the insuring clauses is not excluded, but to the extent the policy creates ambiguity, the policy must be construed in favor of coverage.

33. Plaintiff avers that the Defendants' denial of coverage is a breach of contract, entitling Plaintiff to recover for damages and personal injuries up to the limits of the policy in the amount of \$75,000.00 plus prejudgement interest.

COUNT II - BAD FAITH

34. Plaintiff reiterates and realleges Paragraphs 1 - 33 hereinabove as if specifically set forth herein.

35. Plaintiff avers that the Defendants' denial of coverage is in bad faith in violation of T.C.A. §§56-7-105 *et seq.*, entitling Plaintiff to recover the statutory bad faith penalty, costs, and attorney's fees.

COUNT III - CONSUMER PROTECTION ACT

36. Plaintiffs reiterate and reallege Paragraphs 1 - 35 hereinabove as if specifically set forth herein.

37. Plaintiffs aver that the actions of the Defendants are in violation of the Consumer Protection Act as found in T.C.A. §§47-18-101 *et seq.*, and that they have a private cause of action against the Defendants pursuant to T.C.A. §47-18-109.

38. Specifically, Plaintiffs aver that the Defendants have committed unfair and deceptive practices prohibited by T.C.A. §47-18-104 by attempting to evade the contractual obligation to provide coverage, which resulted in the wrongful denial of coverage as well as additional incidental and consequential damages. Plaintiff contends that the actions and misrepresentations of the Defendants were an “unfair and deceptive act or practice affecting the conduct” of the trade of insurance in Tennessee, and was willful or knowing, entitling the Plaintiff to recover multiple damages, costs, and attorney’s fees.

V.

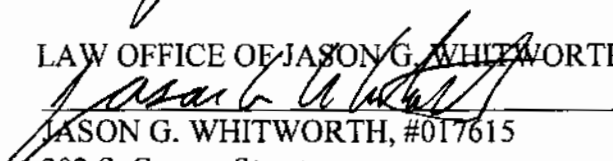
PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiffs sue the Defendants for total damages not to exceed \$300,00000, and pray that:

- (1) Process issue against the Defendants requiring them to answer this Complaint;
- (2) A jury be empaneled to try this matter;
- (3) Plaintiffs have and recover judgment against the Defendants for contract damages in the amount of \$75,000.00;
- (4) Plaintiff have and recover bad faith penalties of 25% and attorney’s fees of 12 ½% pursuant to T.C.A. §56-7-105;
- (5) Plaintiff have and recover multiple damages, attorney fees and costs, pursuant to the Consumer Protection Act and T.C.A. §§47-18-101 *et seq.*;
- (6) Plaintiff have and recover prejudgment interest for such sums as may be awarded; and
- (7) For such other relief to which they may be entitled.

RESPECTFULLY SUBMITTED this the 28 day of June, 2007.

LAW OFFICE OF JASON G. WHITWORTH


JASON G. WHITWORTH, #017615

202 S. Cooper Street

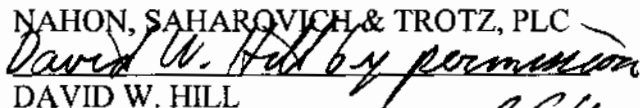
Suite 4

Memphis, TN 38104

(901) 729-9999/telephone

(901) 725-6004/facsimile

NAHON, SAHAROVICH & TROTZ, PLC


DAVID W. HILL

488 South Mendenhall

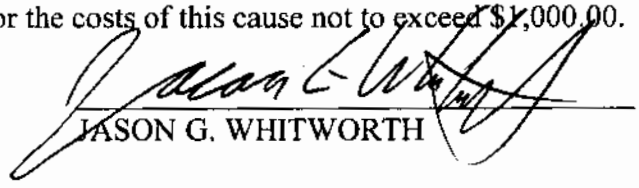
Memphis, TN 38117

(901) 683-2751/telephone

(901) 462-3350/fax

Attorneys for Plaintiffs

We acknowledge ourselves as sureties for the costs of this cause not to exceed \$1,000.00.


JASON G. WHITWORTH



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1131

July 12, 2007

Progressive Direct Insurance Company
800 South Gay Street, Ste 2021, % C T Corp.
Knoxville, TN 37902
NAIC # 16322

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7006 2150 0004 6620 7471
Cashier # 4301

Re: Susan & John Wright V. Progressive Direct Insurance Company

Docket # CT-003403-07

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter.

I hereby make oath that the attached Personal Injury Complaint was served on me on July 9, 2007 by Susan & John Wright pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Circuit Court of Shelby County, TN.

Brenda C. Meade
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Shelby County
140 Adams Street, Rm 324
Memphis, Tn 38103

Service of Process 615.532.5260

PROGRESSIVE DIRECT
P.O. BOX 31260
TAMPA, FL 33631



JOHN C WRIGHT
1309 WILBEC
MEMPHIS, TN 38117

Policy number: 11773368-3
Underwritten by:
Mountain Laurel Assurance Company
April 12, 2006
Policy Period: Apr 14, 2006 - Oct 14, 2006
Page 1 of 2

progressive.com
Online Service
Make payments, check billing activity, update
policy information or check status of a claim.

800-PROGRESSIVE (800-776-4737)
For customer service and claims service,
24 hours a day, 7 days a week.

**Auto Insurance
Coverage Summary**
**This is your Renewal
Declarations Page**

Your coverage begins on April 14, 2006 at 12:01 a.m. This policy expires on October 14, 2006 at 12:01 a.m.
Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9608 TN (03/01). The contract is modified by forms Z087 TN (08/04), 0138 (09/02) and 7951 TN (01/03).
A paid in full discount is included in your renewal policy premium.

Drivers and household residents	Additional Information
JOHN C WRIGHT	Named insured
SUSAN A WRIGHT	

Outline of coverage

1996 Ford F250			
VIN 1FTHX25F2TEA64071	Limits	Deductible	Premium
Liability To Others			\$417
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist Bodily Injury	\$100,000 each person/\$300,000 each accident		21
Uninsured Motorist Property Damage	\$100,000 each accident	\$200	12
Medical Payments	\$5,000 each person		14
Comprehensive	Actual Cash Value	\$500	20
Collision	Actual Cash Value	\$500	78
Rental Reimbursement	\$30 each day/maximum 30 days		15
Roadside Assistance			7
Total premium for 1996 Ford			\$584

Policy number: 11773368-3
JOHN C WRIGHT
Page 2 of 2

2000 Dodge Stratus SE 4D			
VIN 1B3EJ46X3YN240156	limits	Deductible	Premium
Liability To Others			\$270
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist Bodily Injury	\$100,000 each person/\$300,000 each accident		32
Uninsured Motorist Property Damage	\$100,000 each accident	\$200	17
Medical Payments	\$5,000 each person		23
Comprehensive	Actual Cash Value	\$250	23
Collision	Actual Cash Value	\$500	116
Rental Reimbursement	\$30 each day/maximum 30 days		15
Loan/Lease Payoff	25% Of The Actual Cash Value		16
Roadside Assistance			7
Total premium for 2000 Dodge			\$519
Total 6 month policy premium			\$1,103

Premium discounts

Policy	
11773368-3	multi-car, home owner and paid in full
Vehicle	
1996 Ford F250	coverage package
2000 Dodge Stratus SE 4D	coverage package

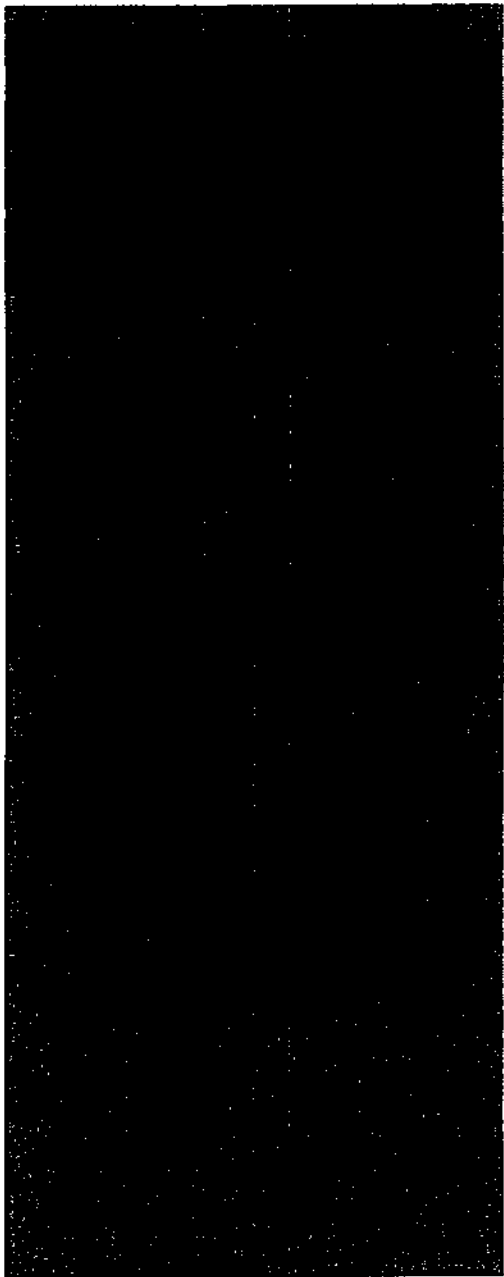
Lienholder and additional interest information

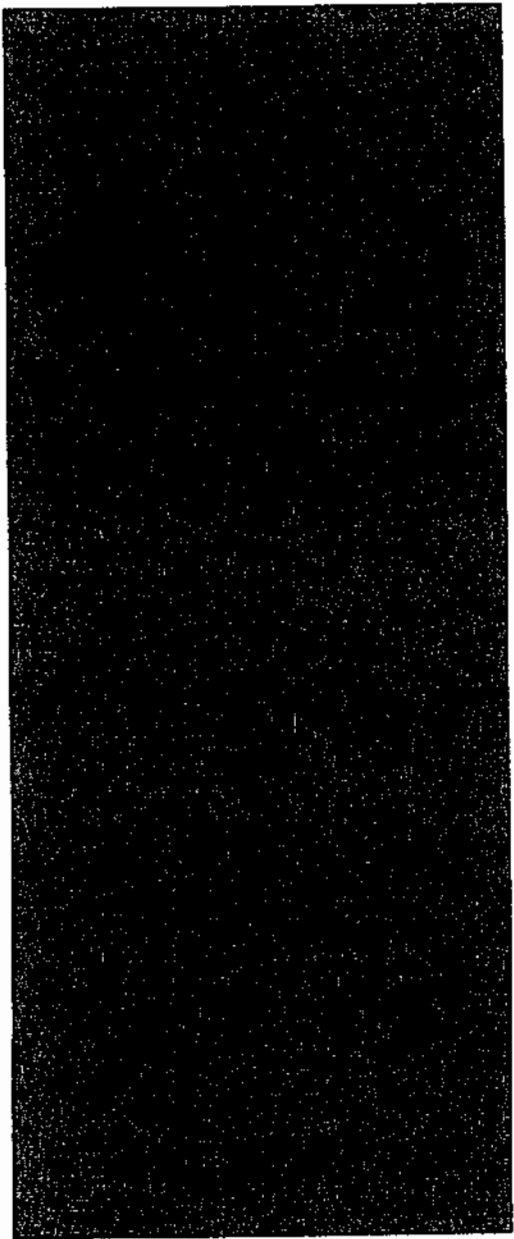
Lienholder:	CITIFINANCIAL AUTO 4684 AMERICAN WAY MEMPHIS, TN 38118 2000 Dodge Stratus SE 4D (1B3EJ46X3YN240156)
Additional Interest:	BETTY DONALDSON 8929 E SHELBY DR MEMPHIS, TN 38125

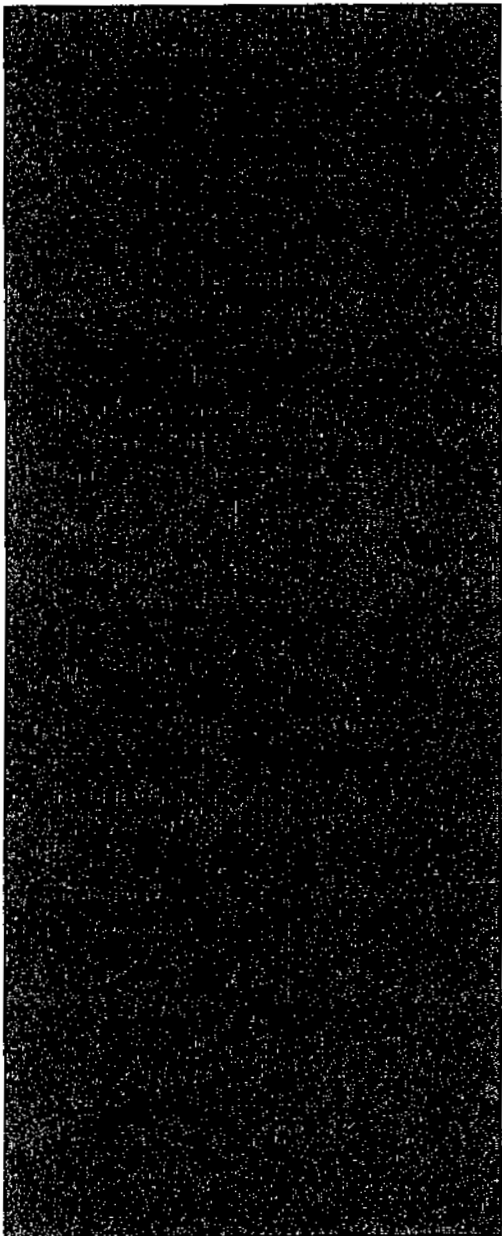
Customer Service office information

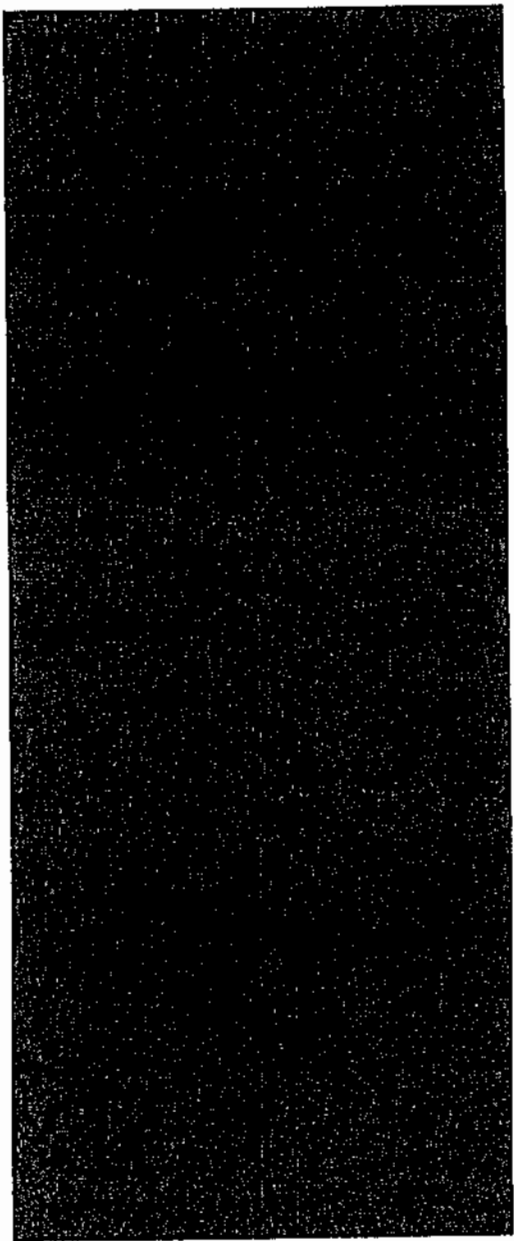
You may contact Customer Service at 800-888-7764 or by mail at P.O. Box 31260, Tampa, FL 33631.

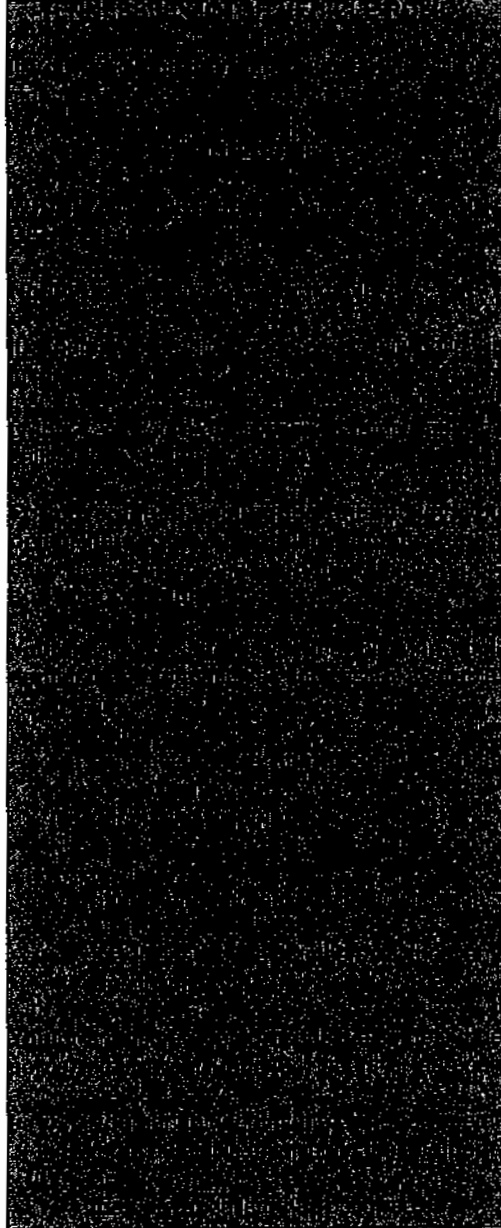
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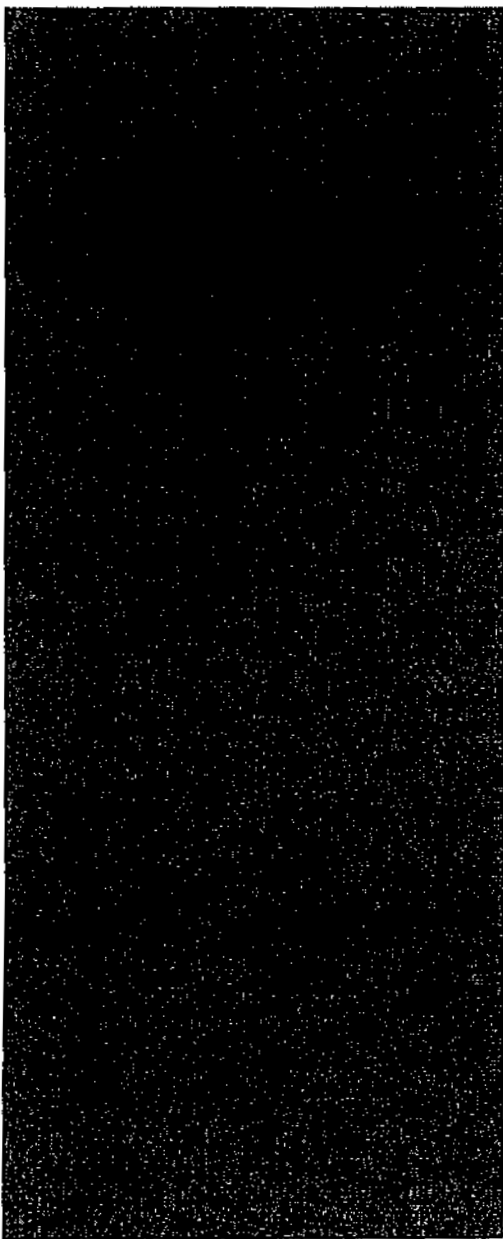


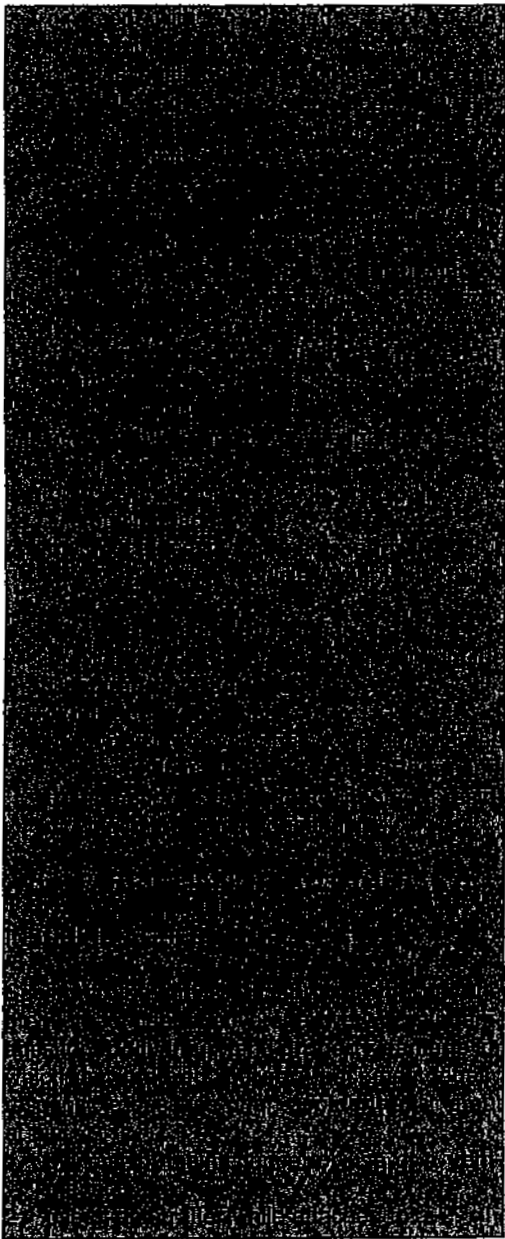
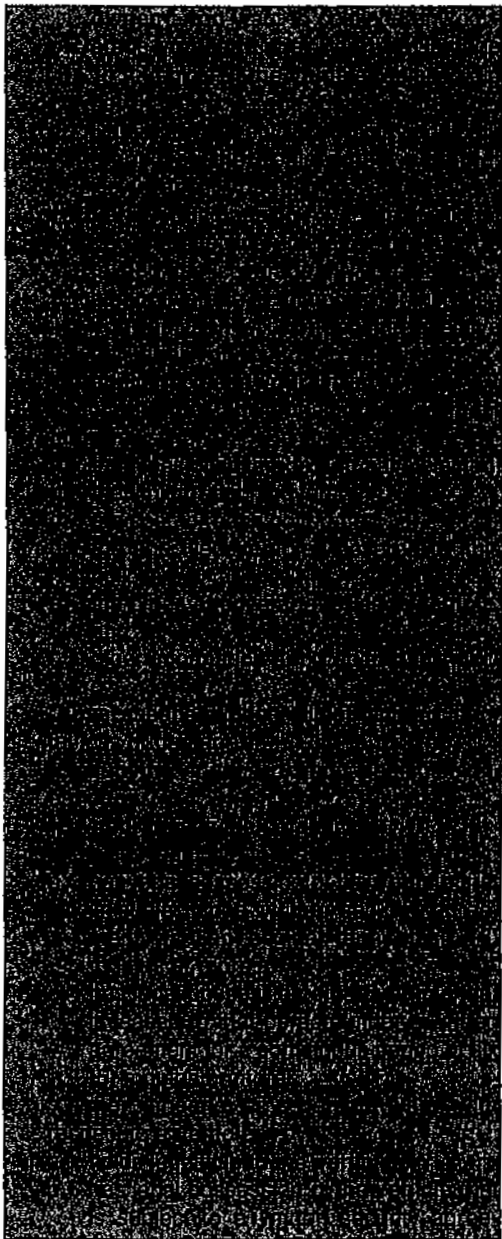


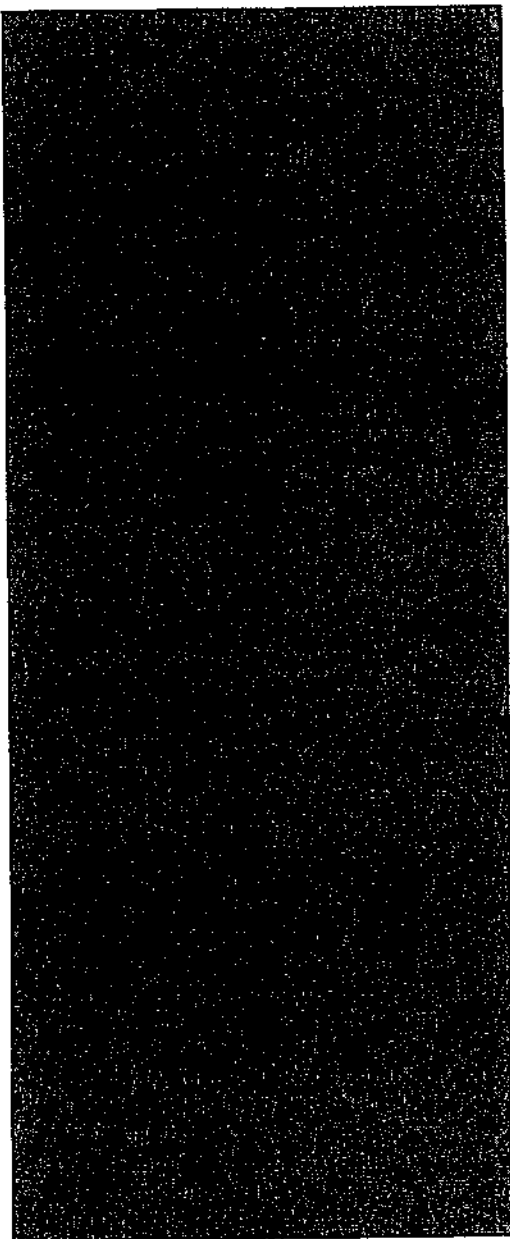
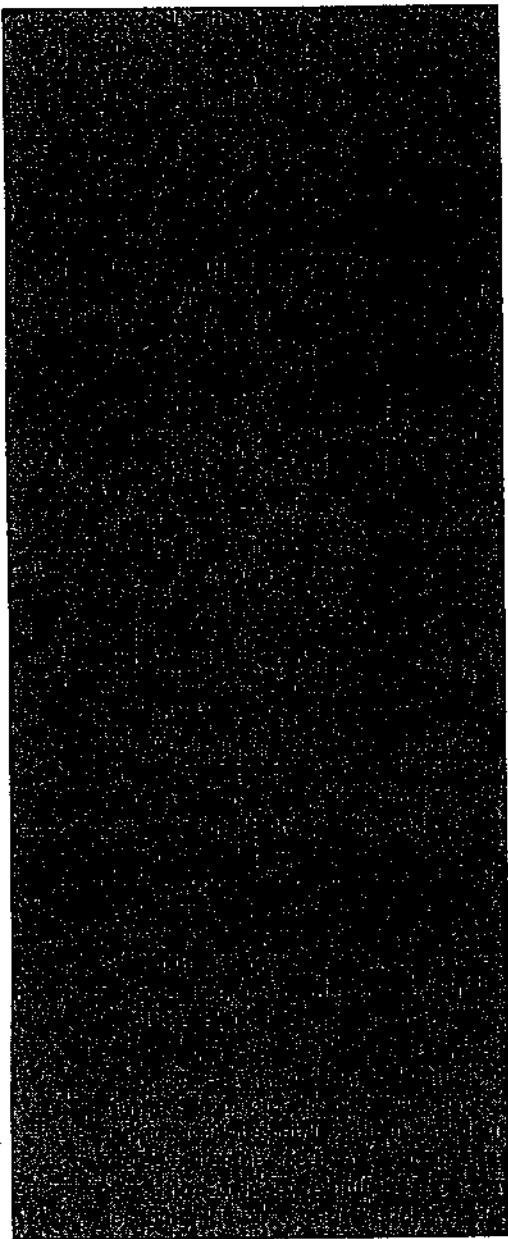


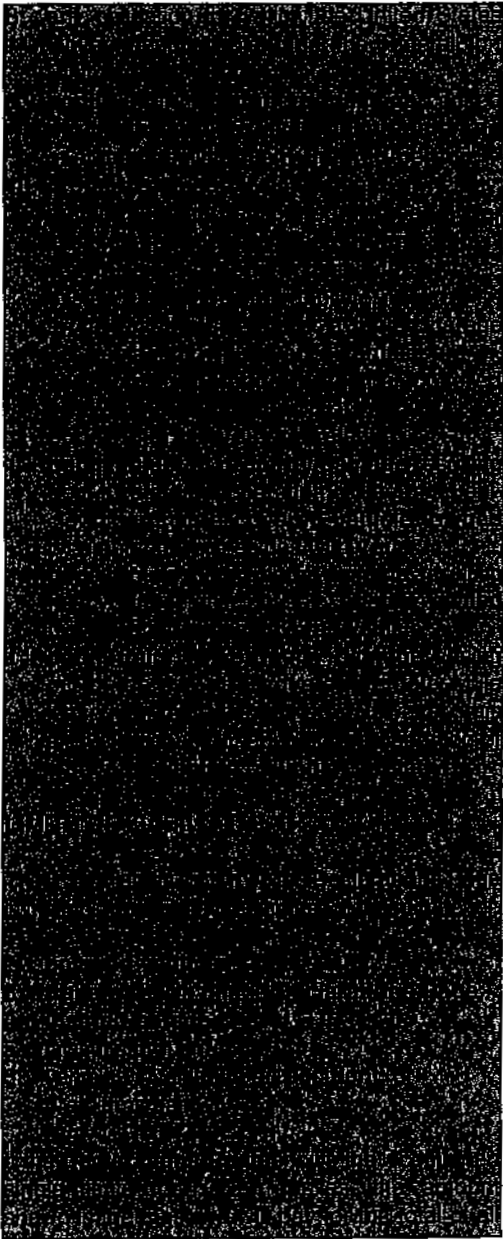
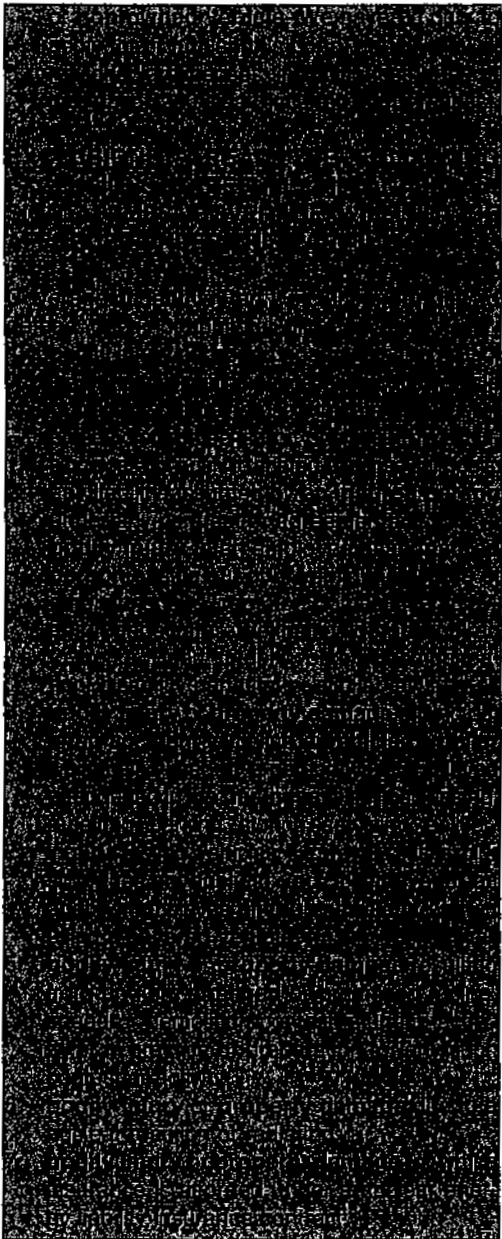


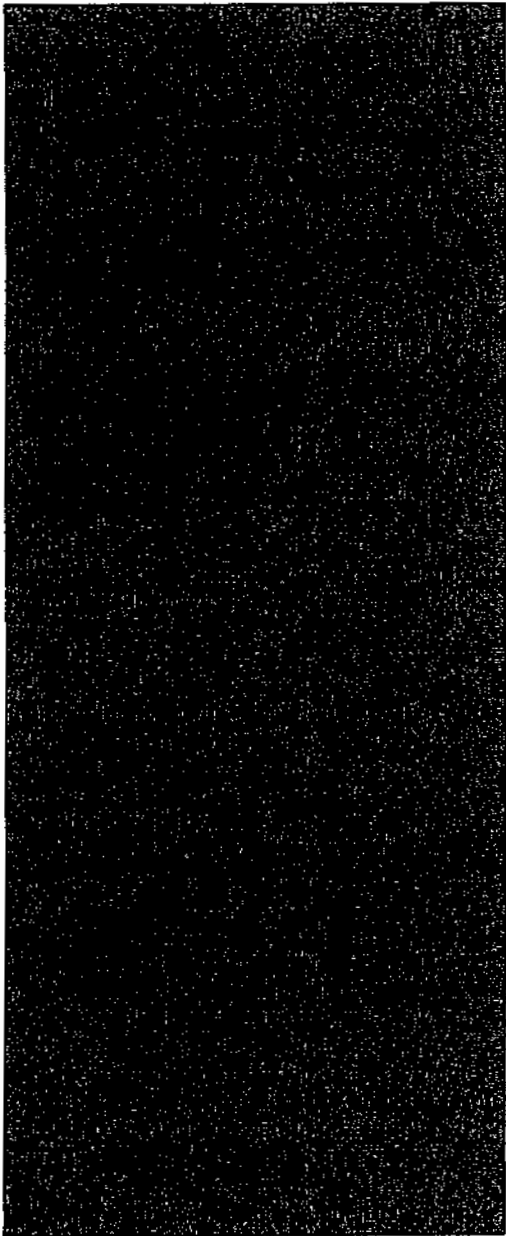
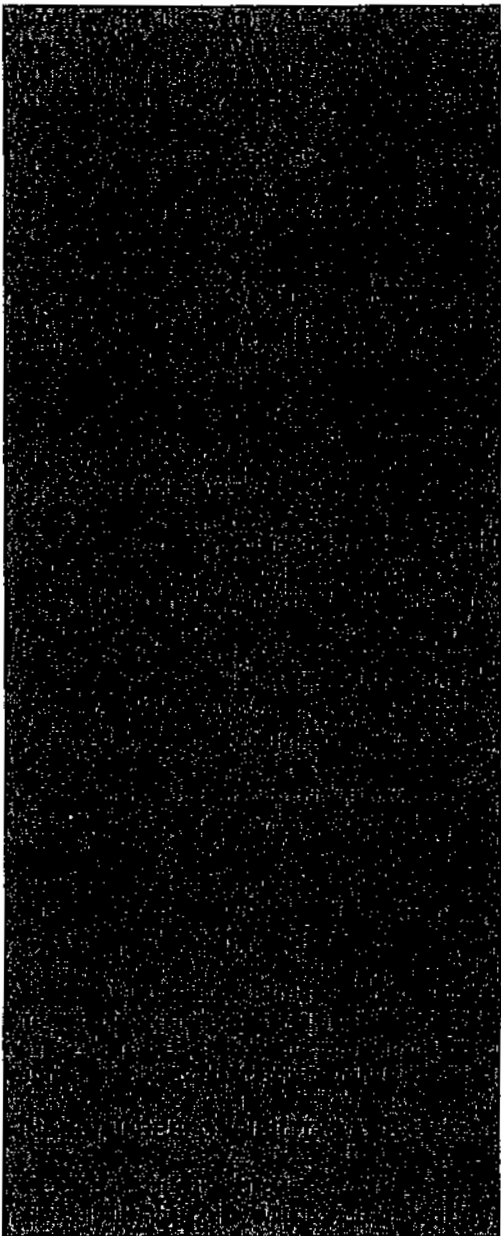


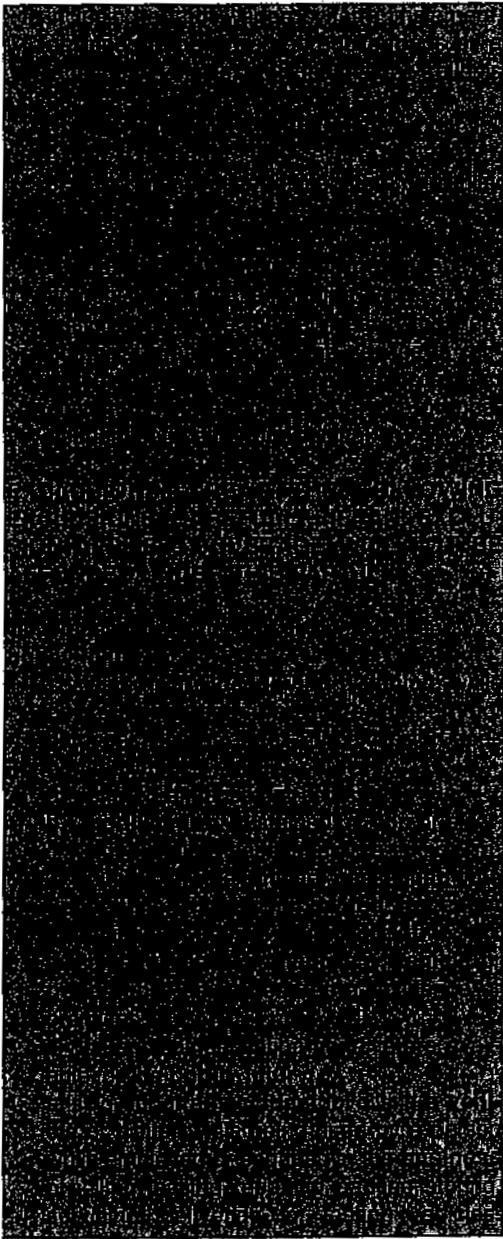
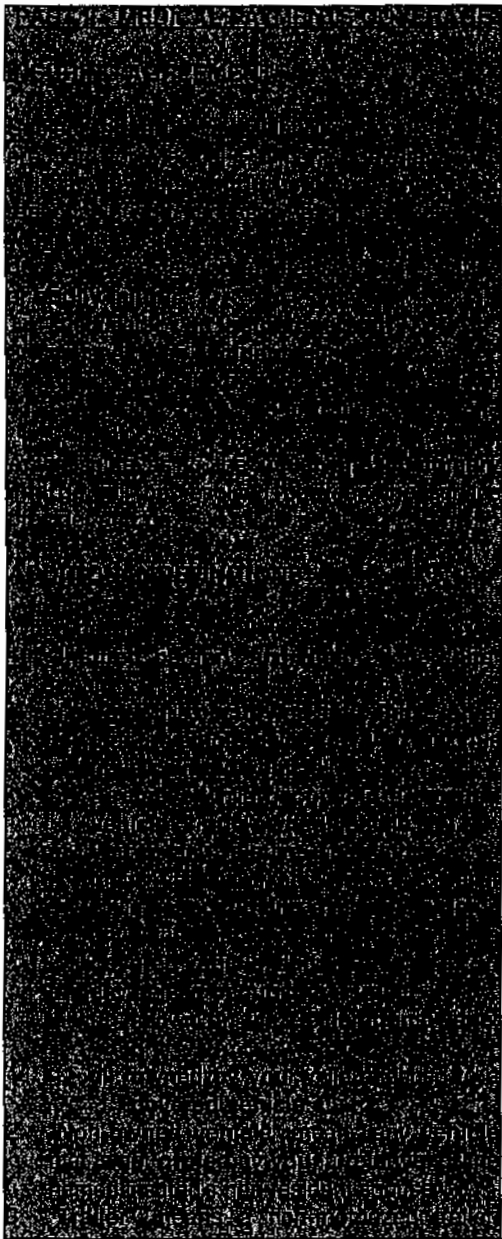


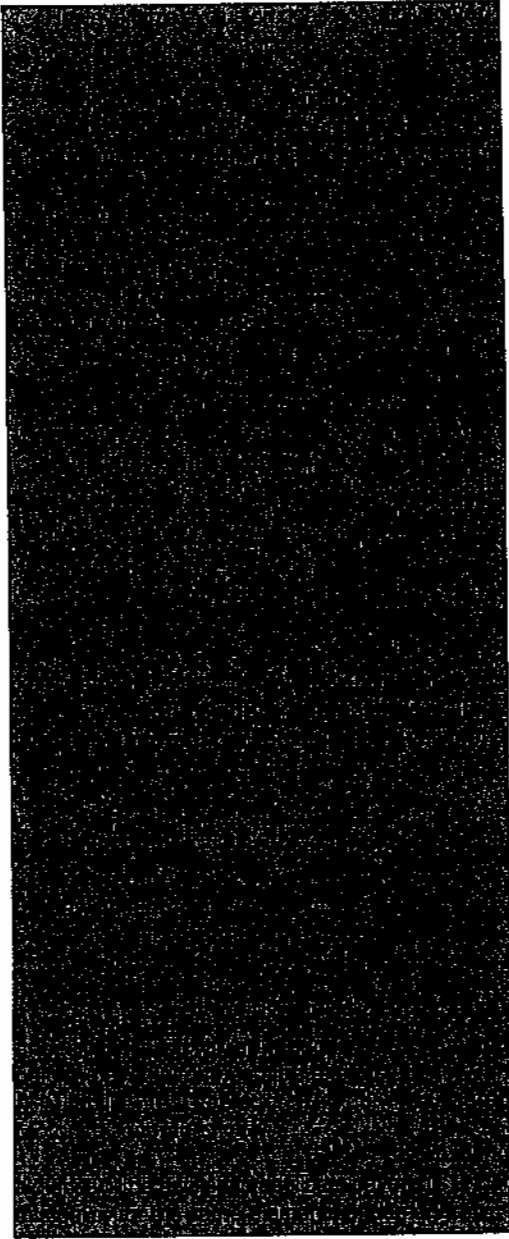




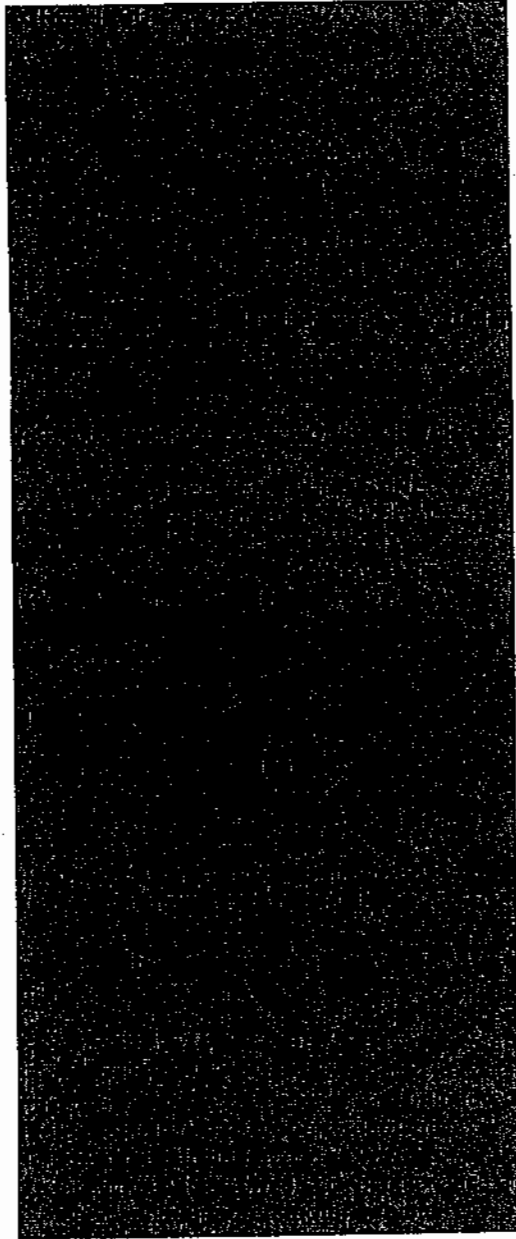




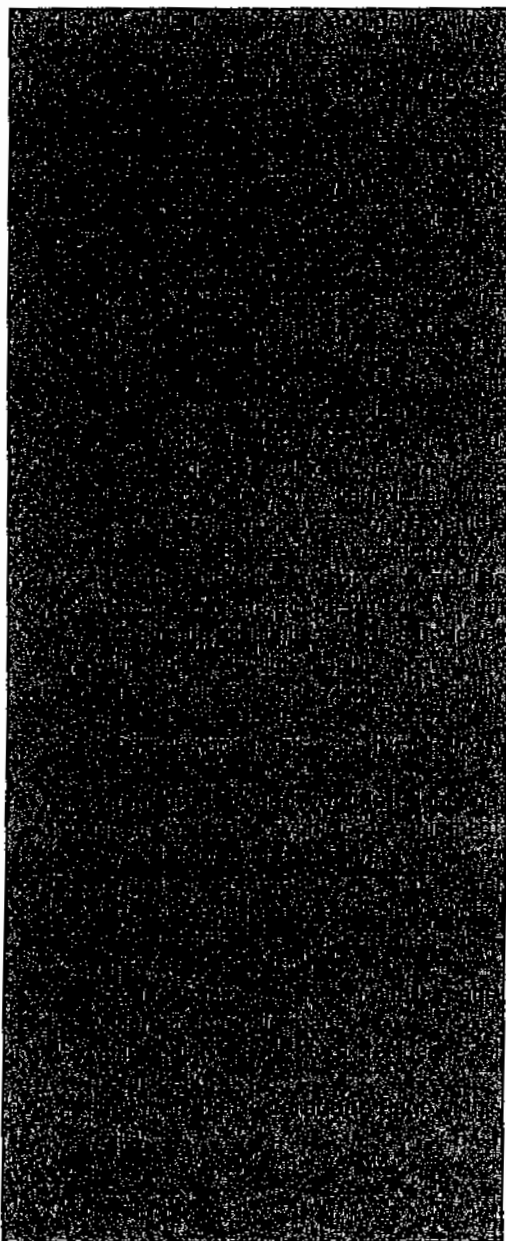
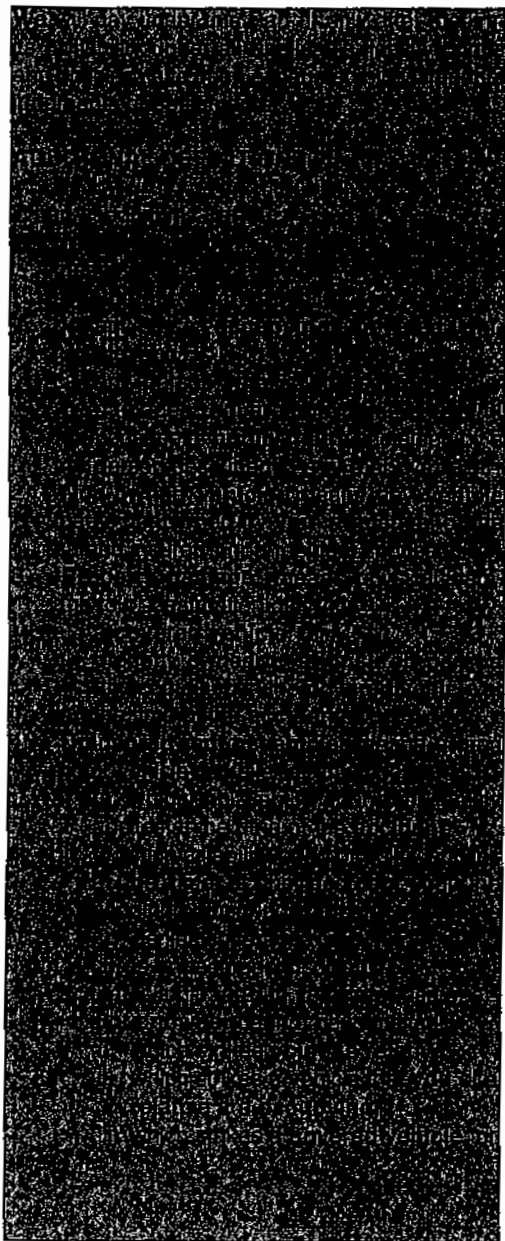




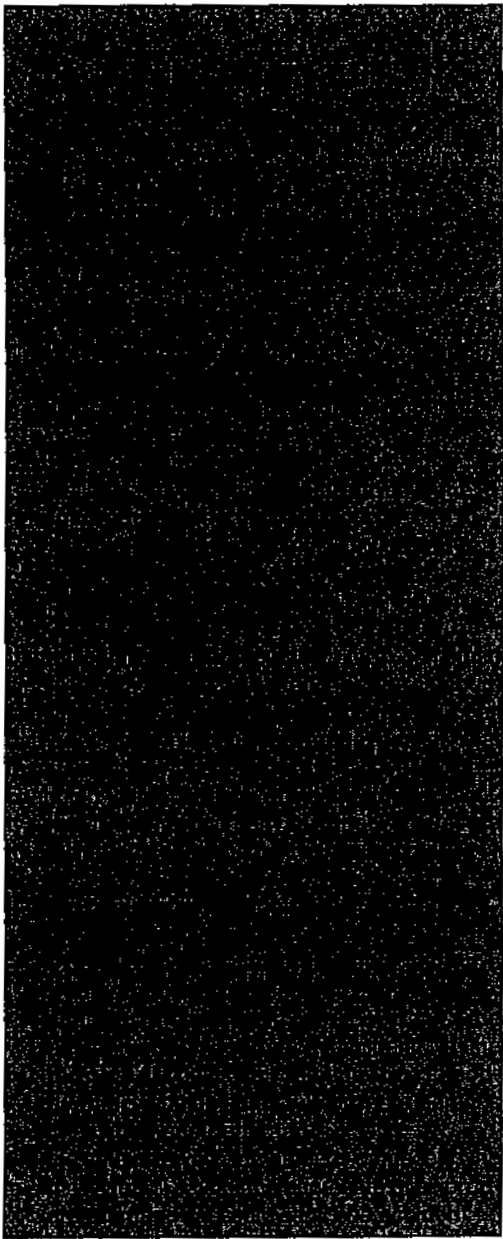
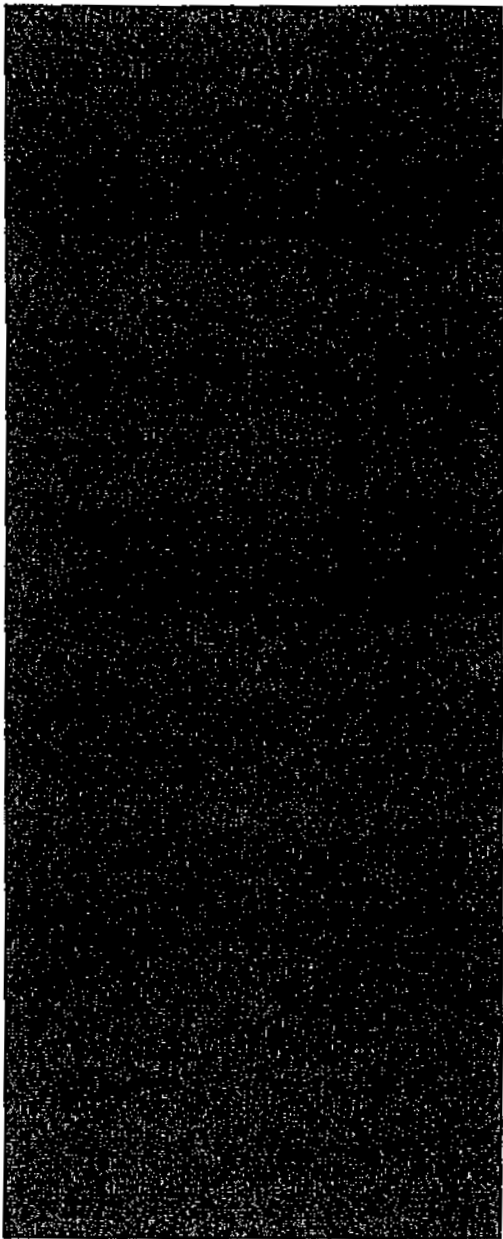
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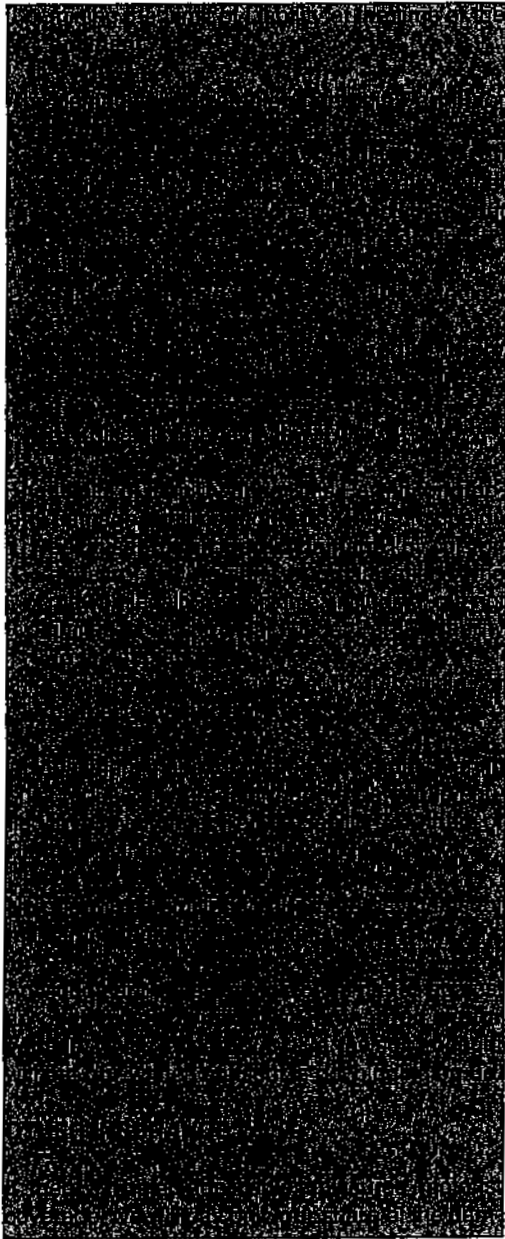
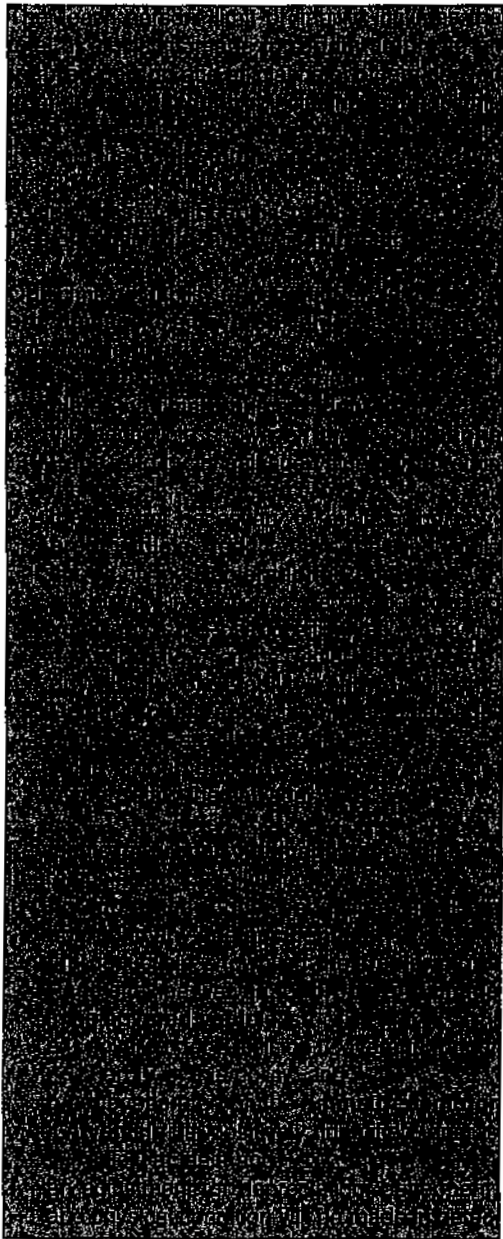


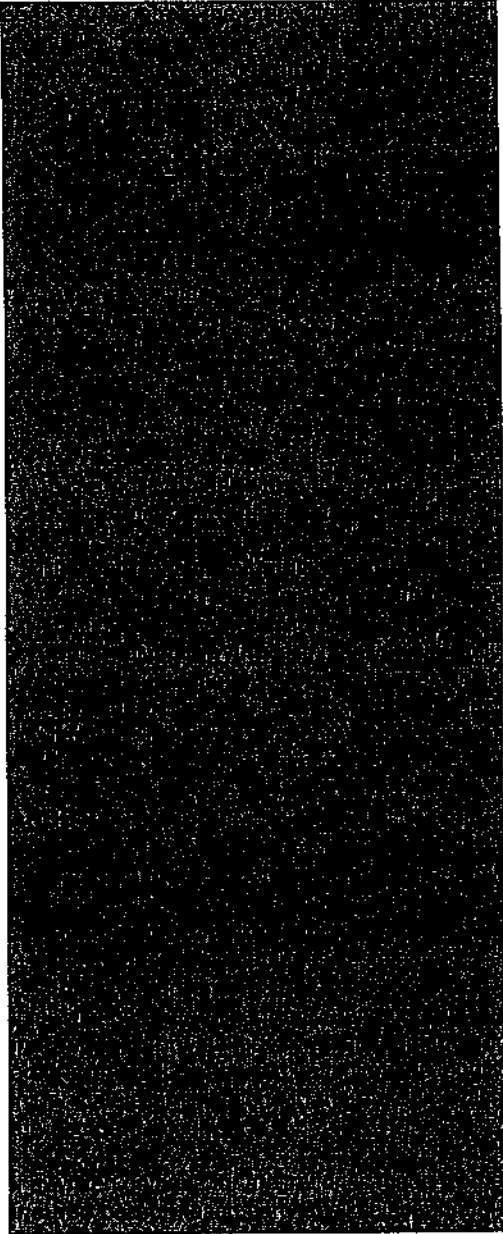
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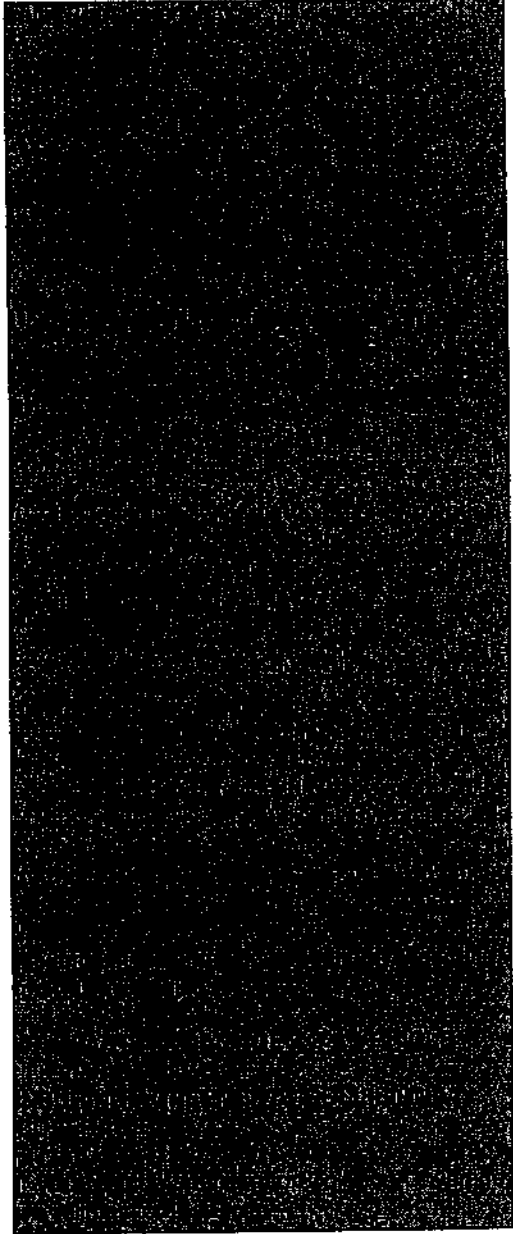
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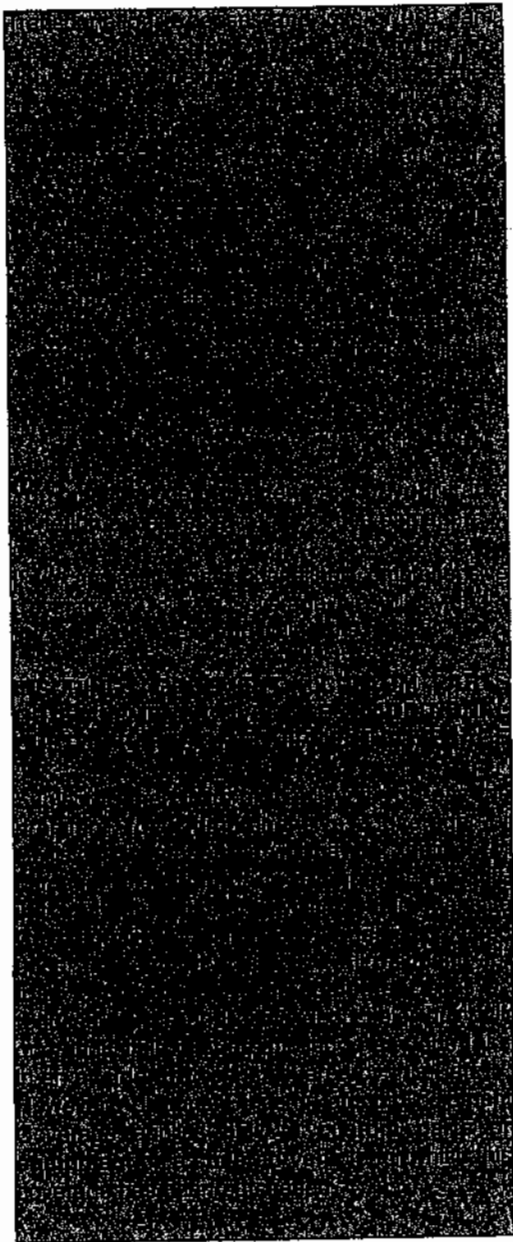
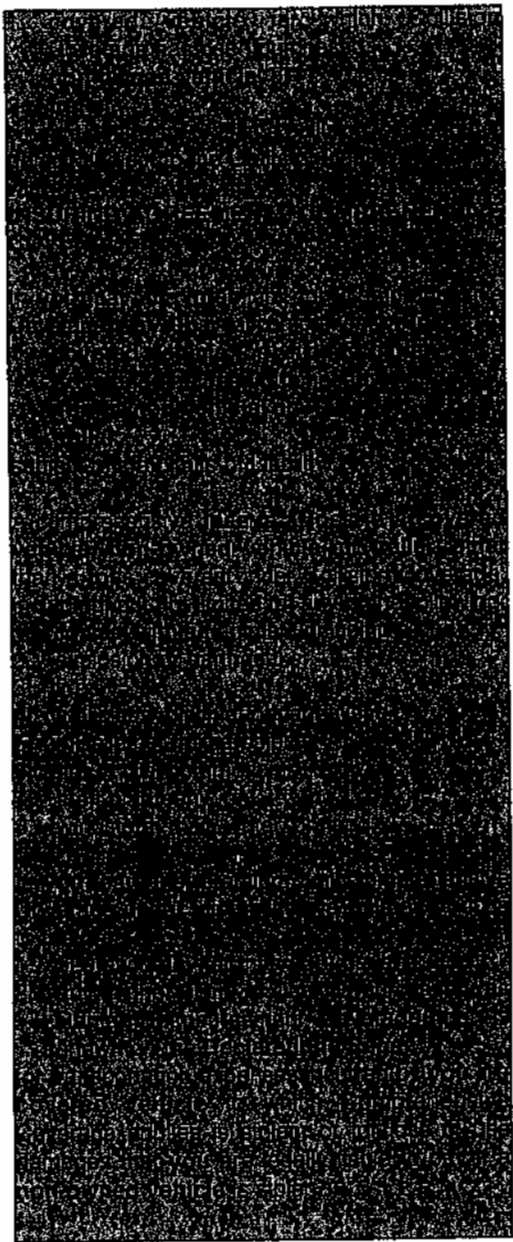


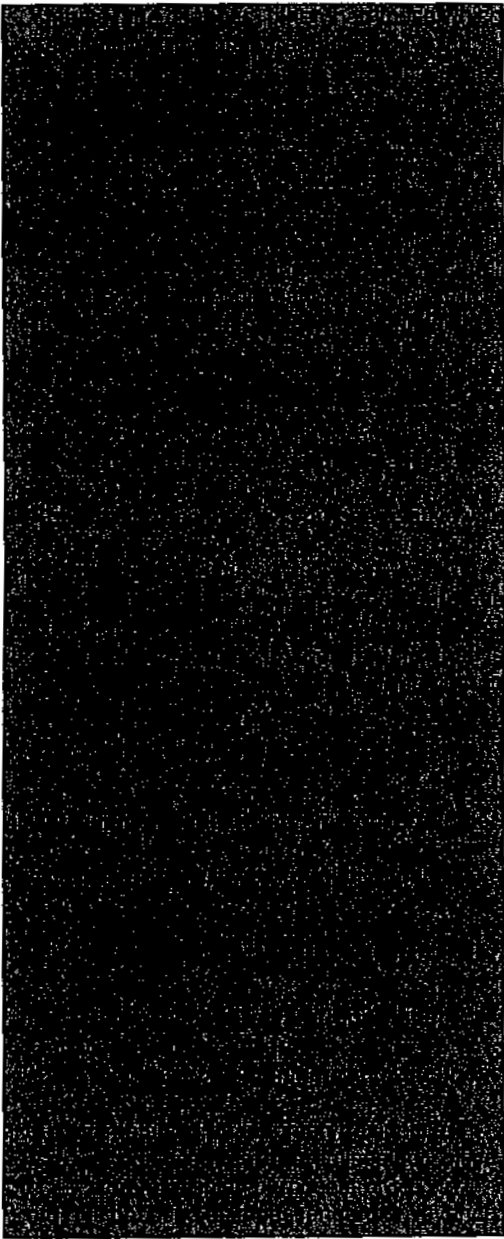
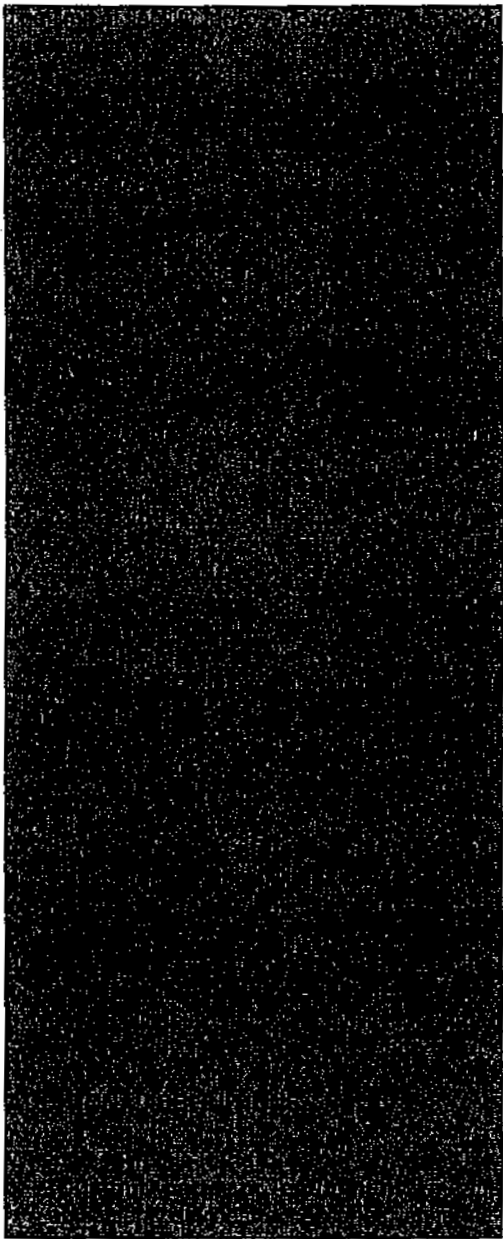


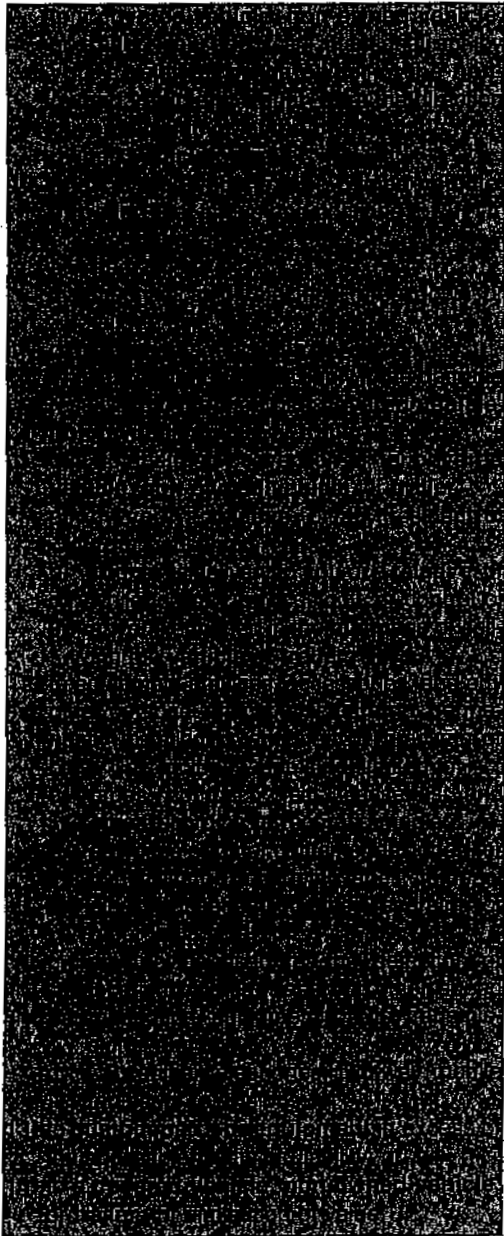
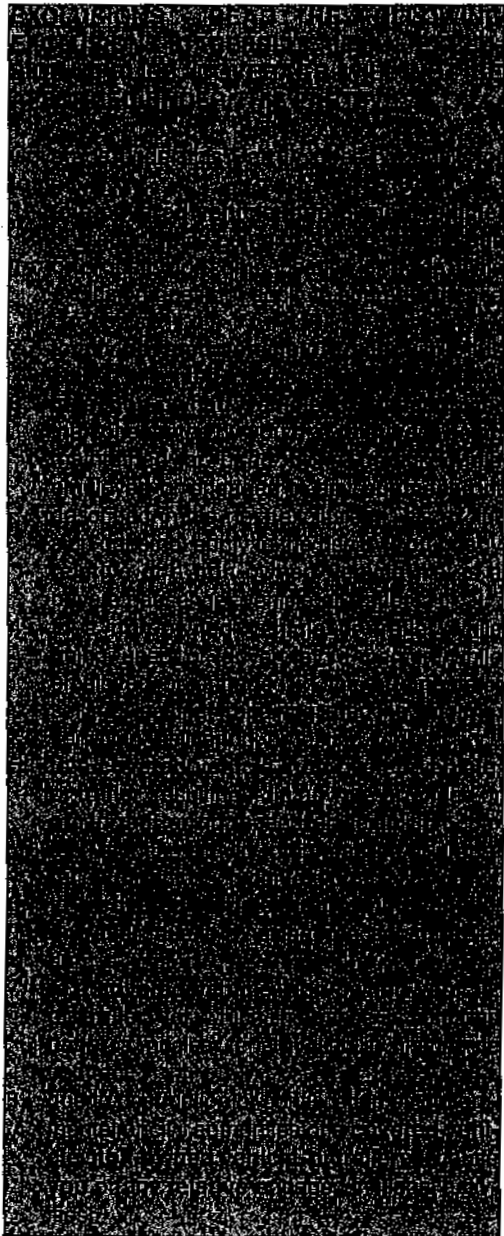
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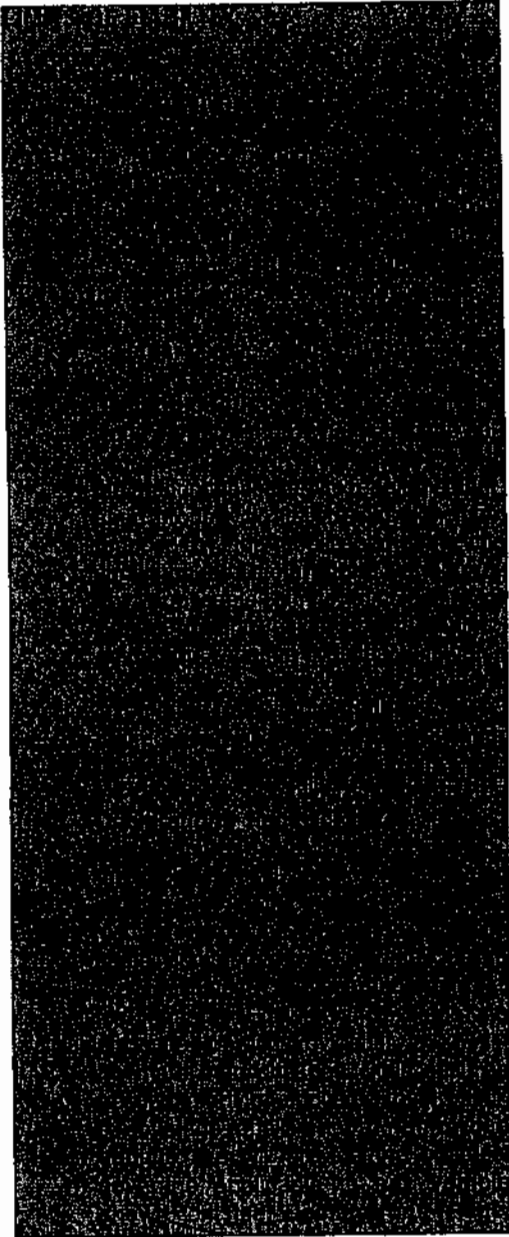


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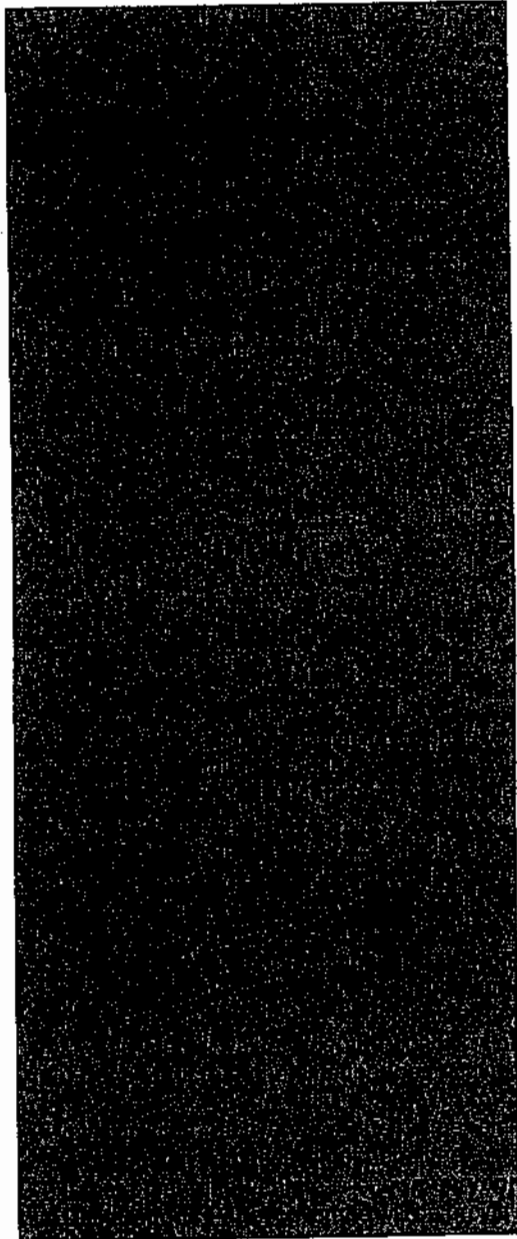




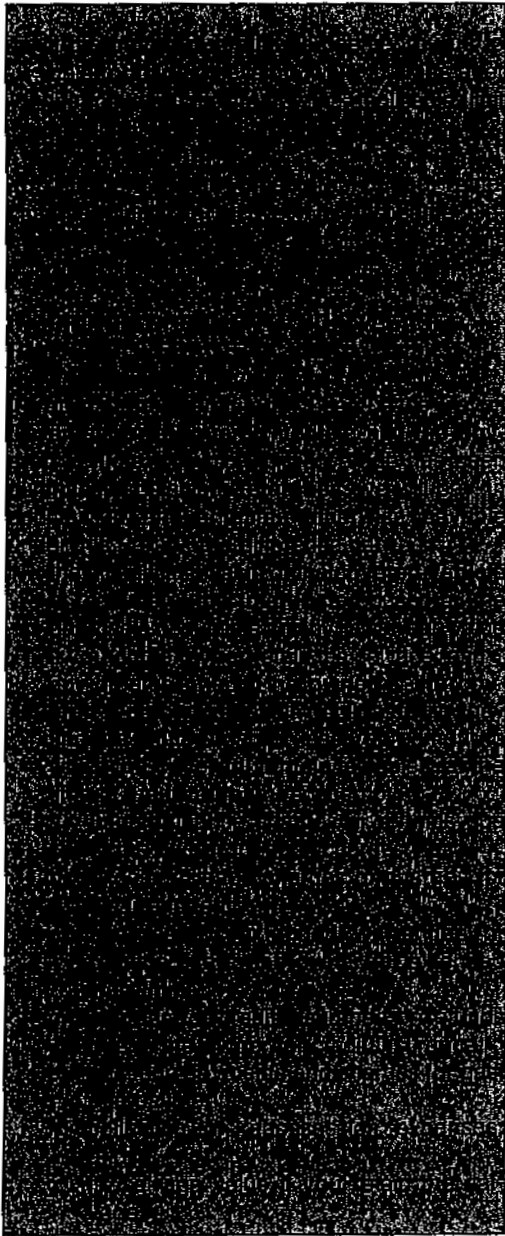
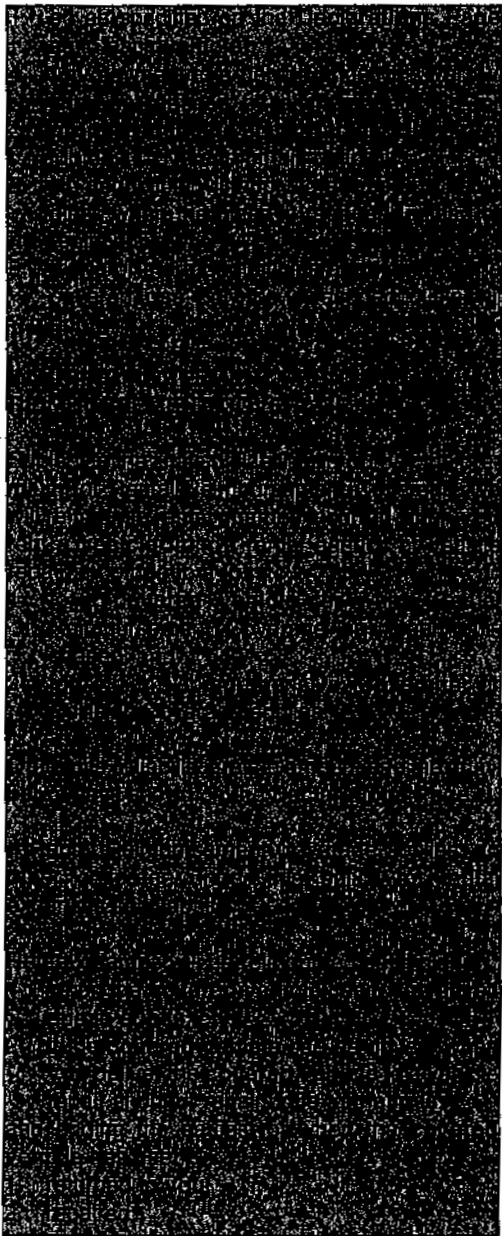


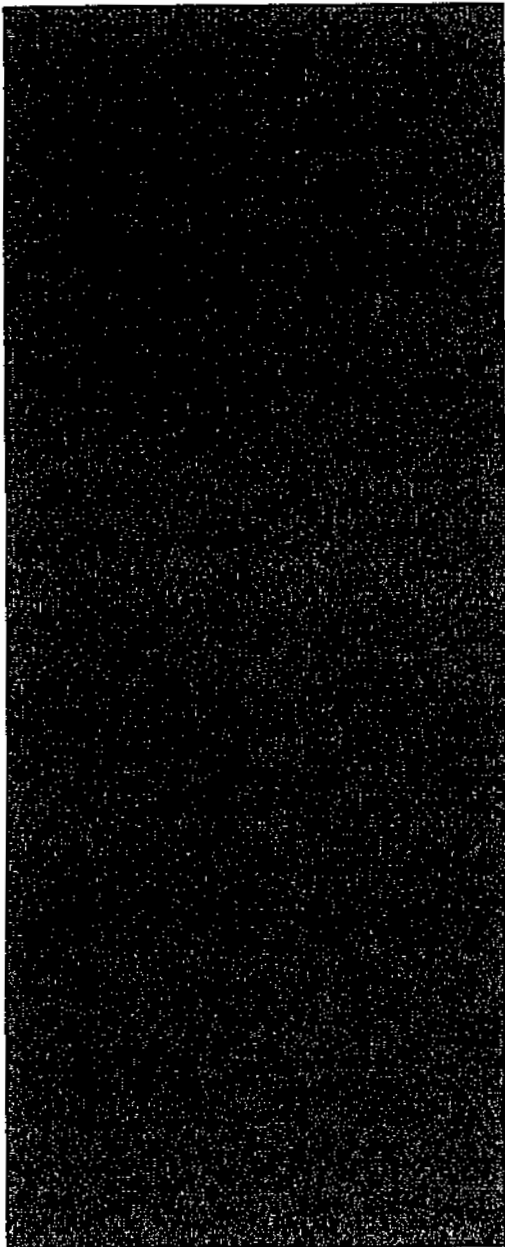
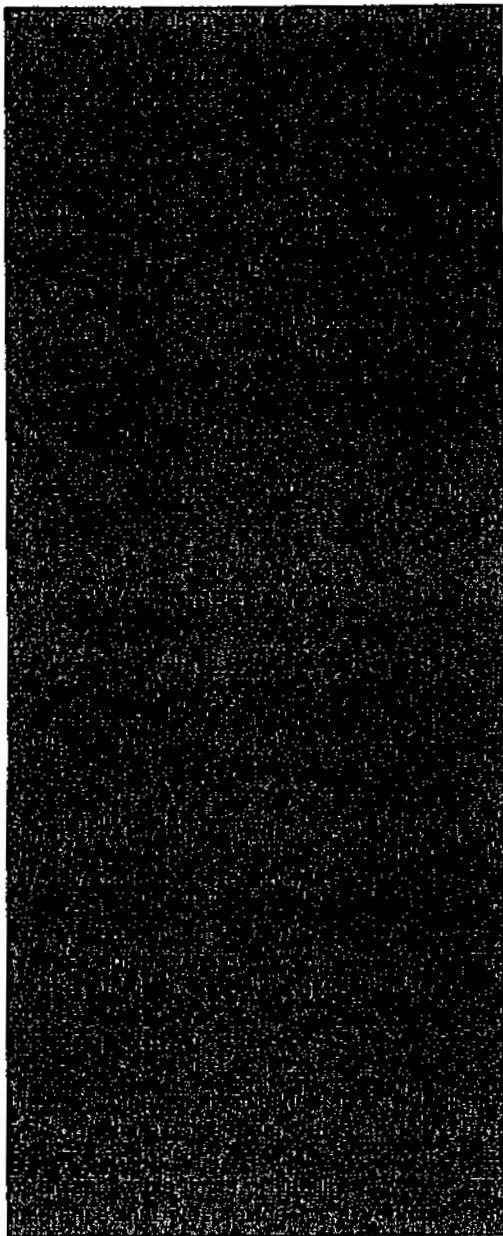


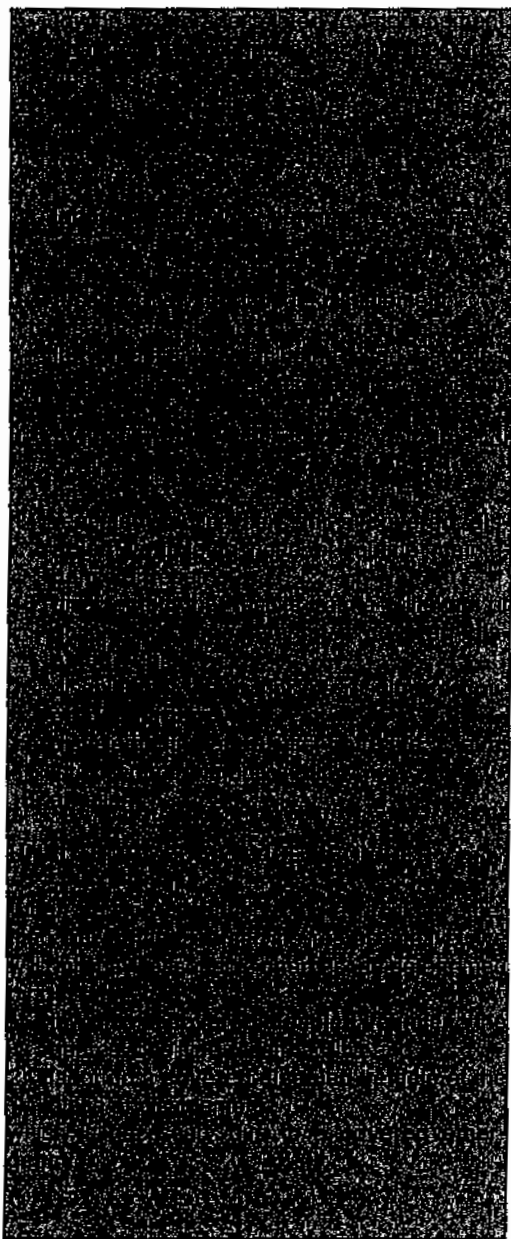
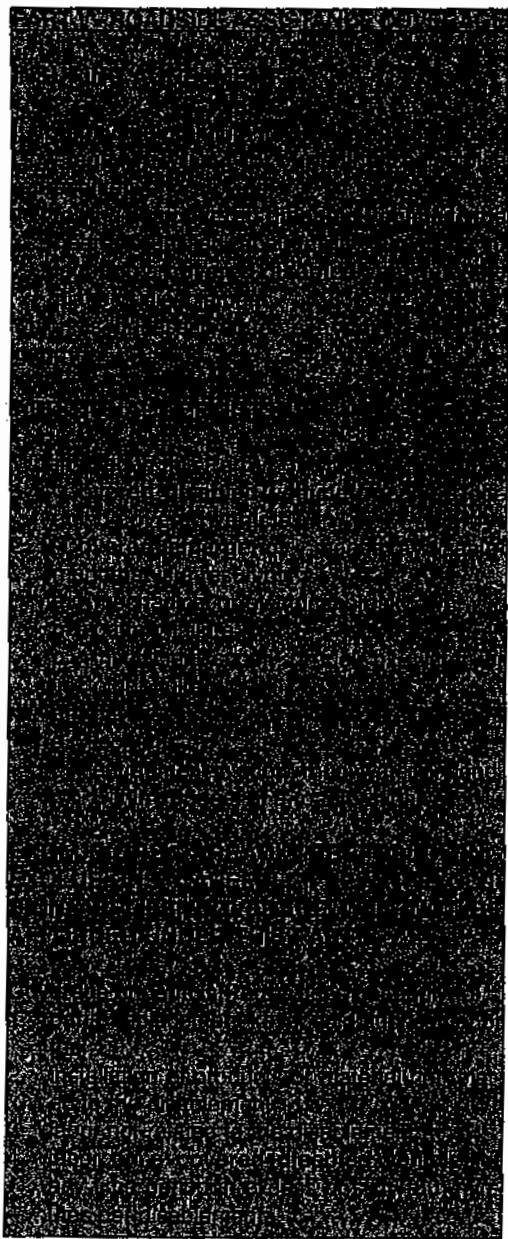
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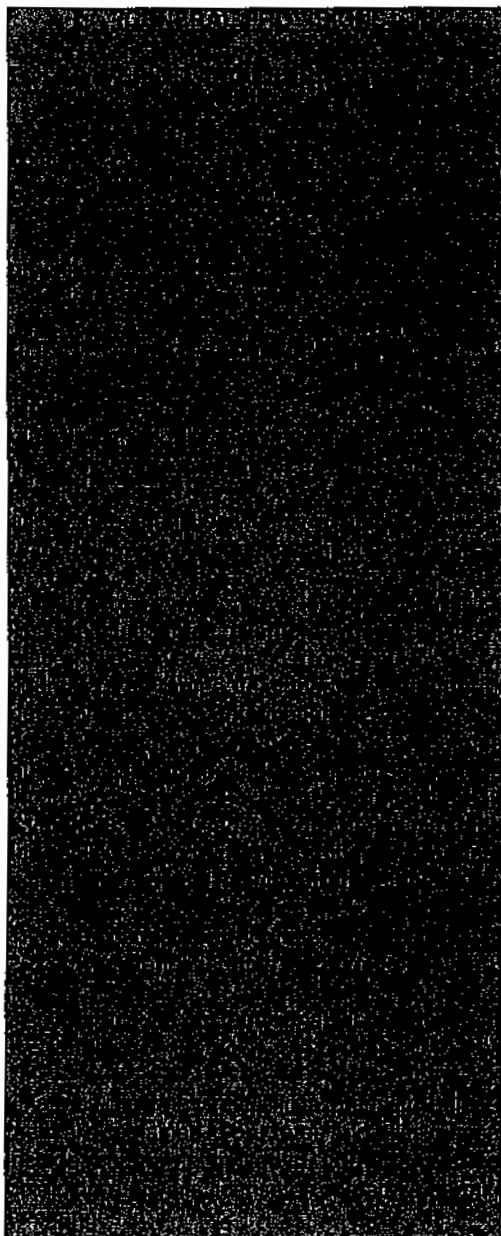


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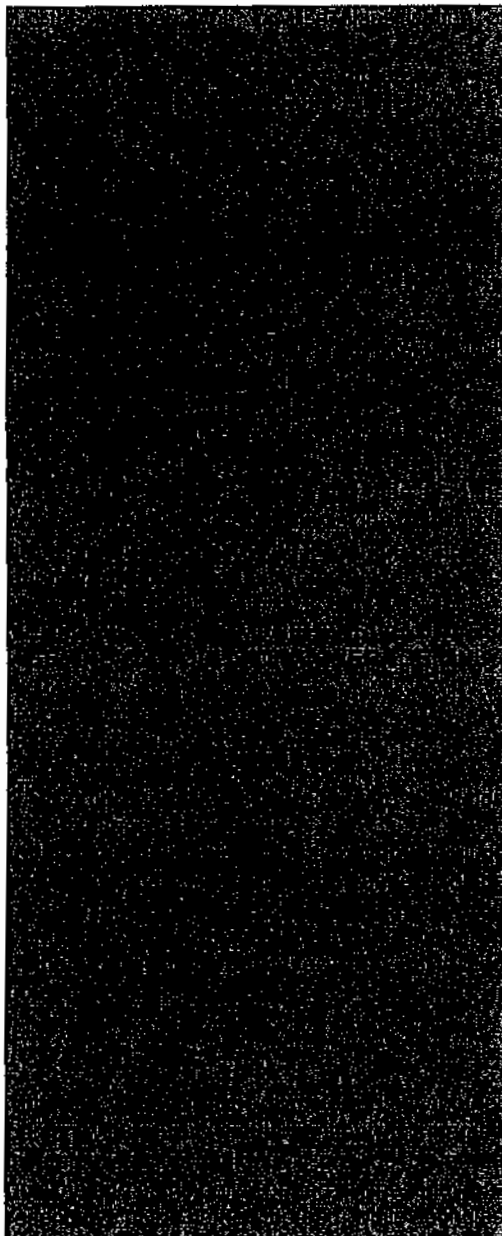




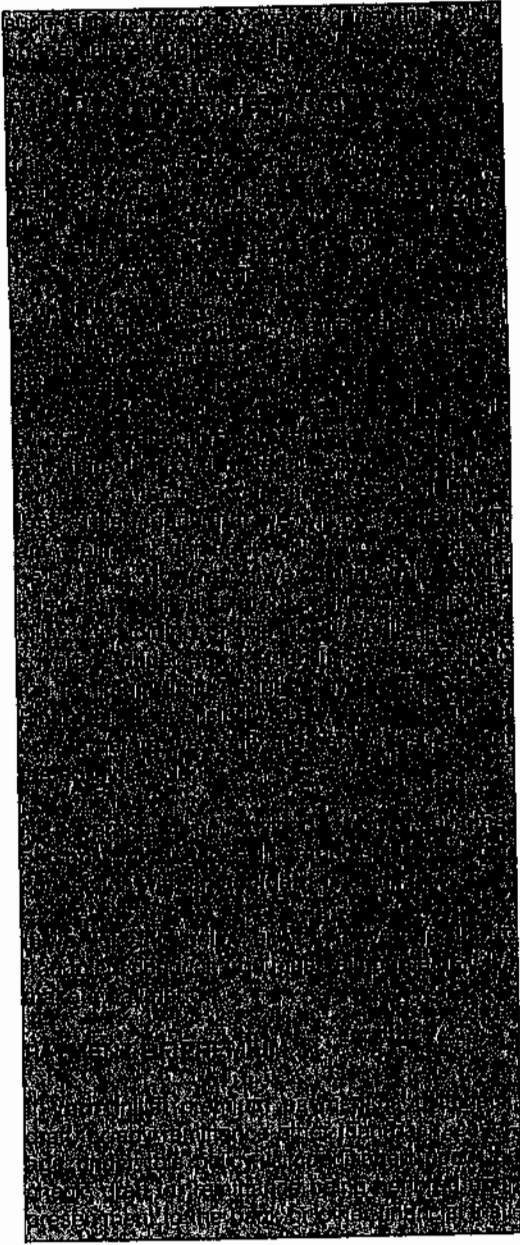




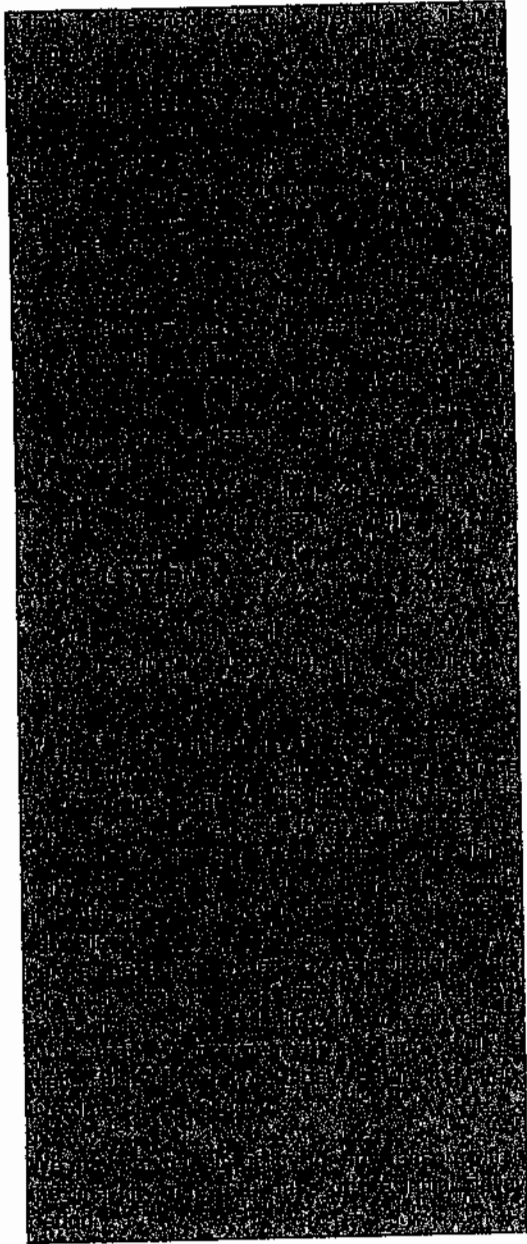
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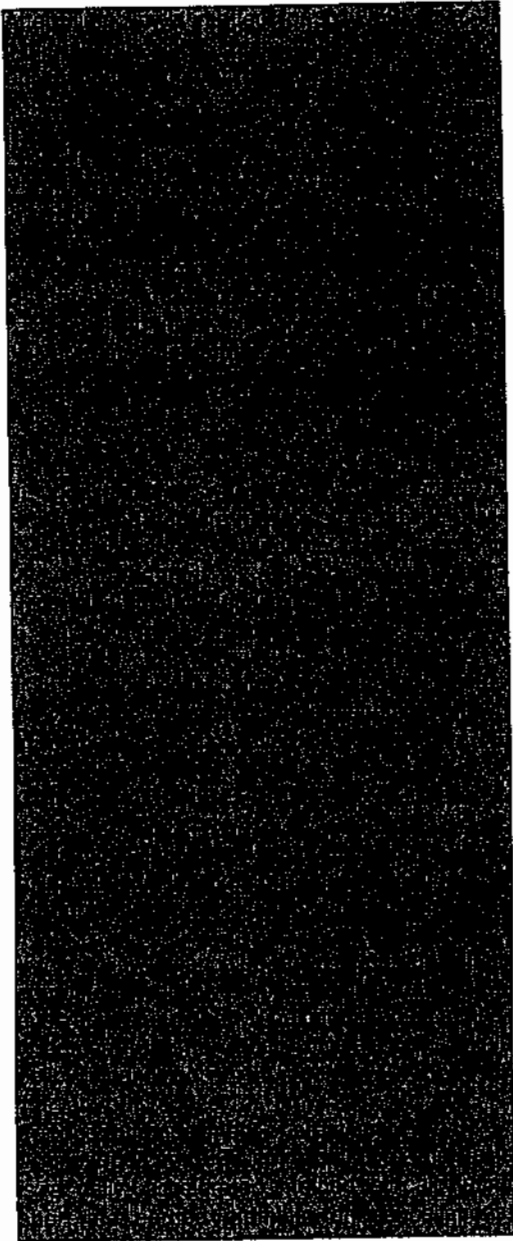
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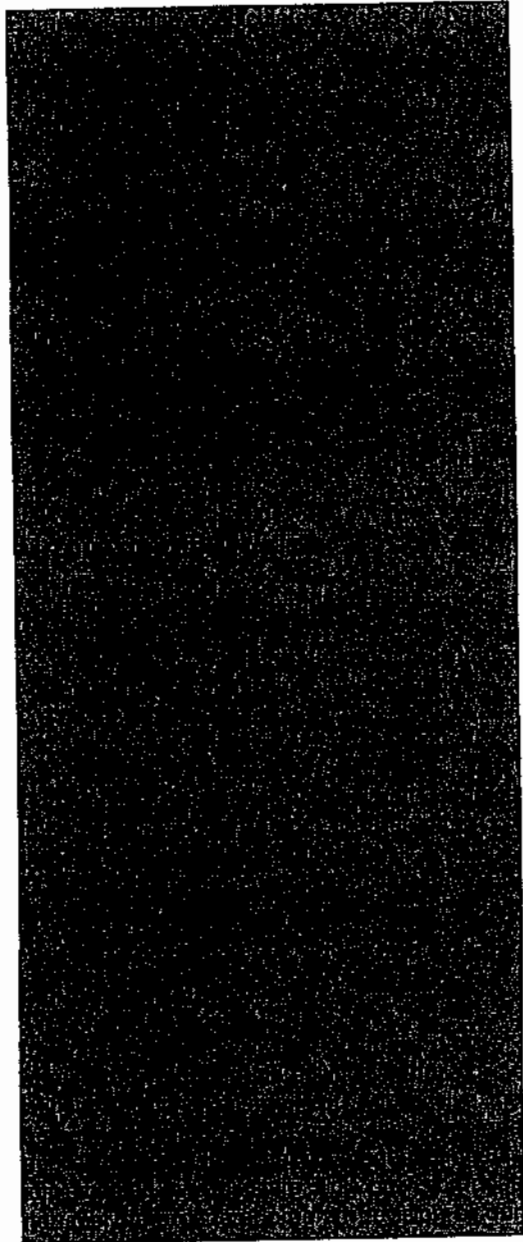
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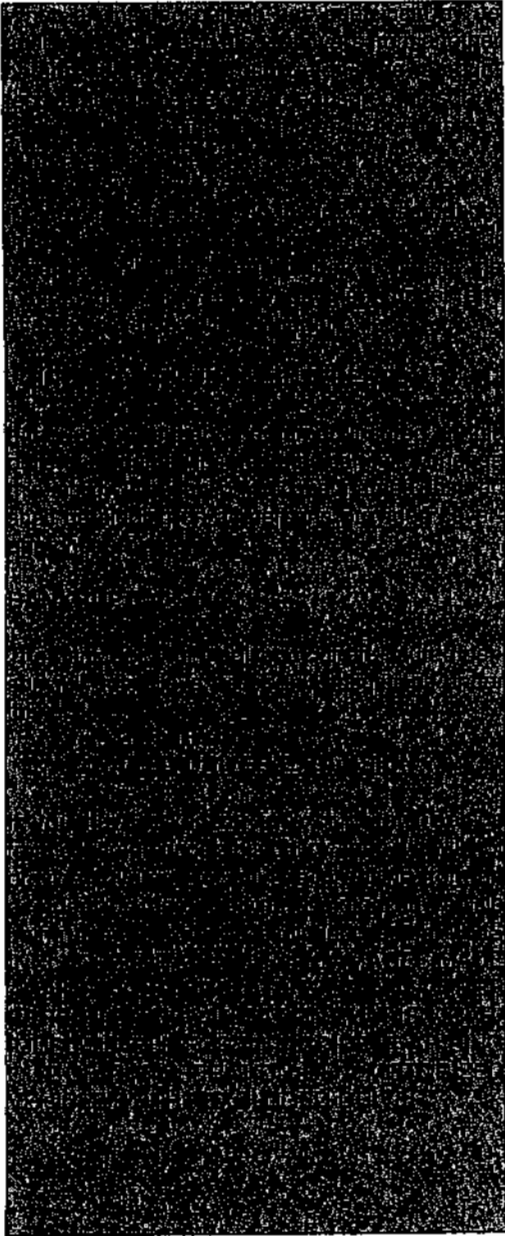
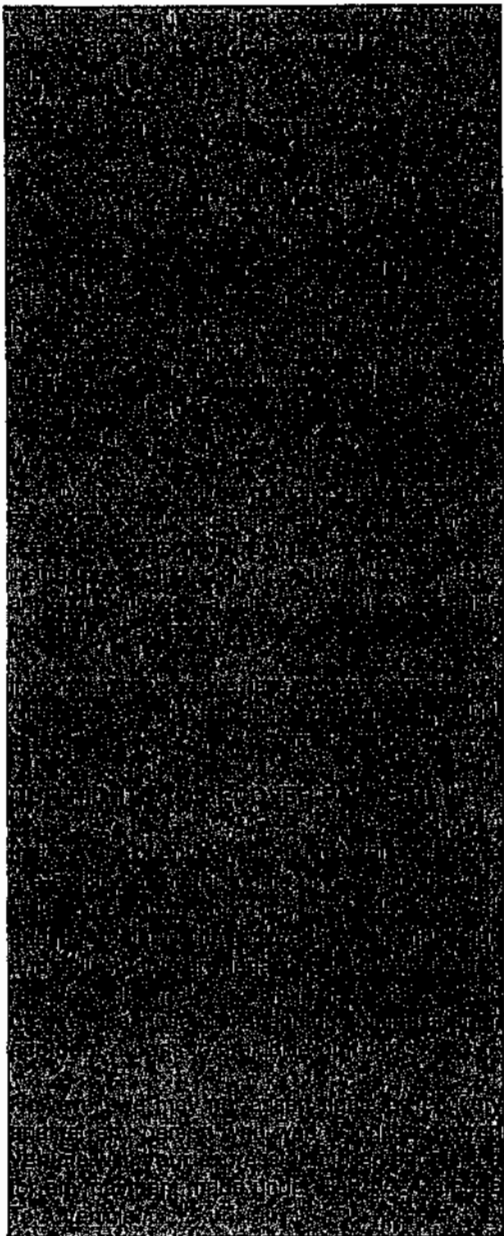
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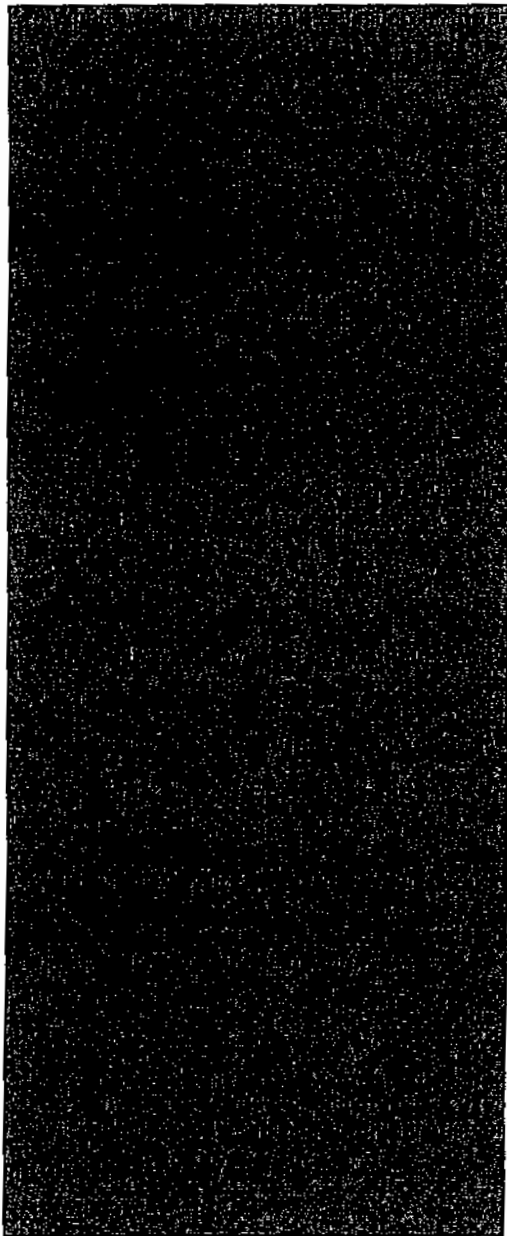
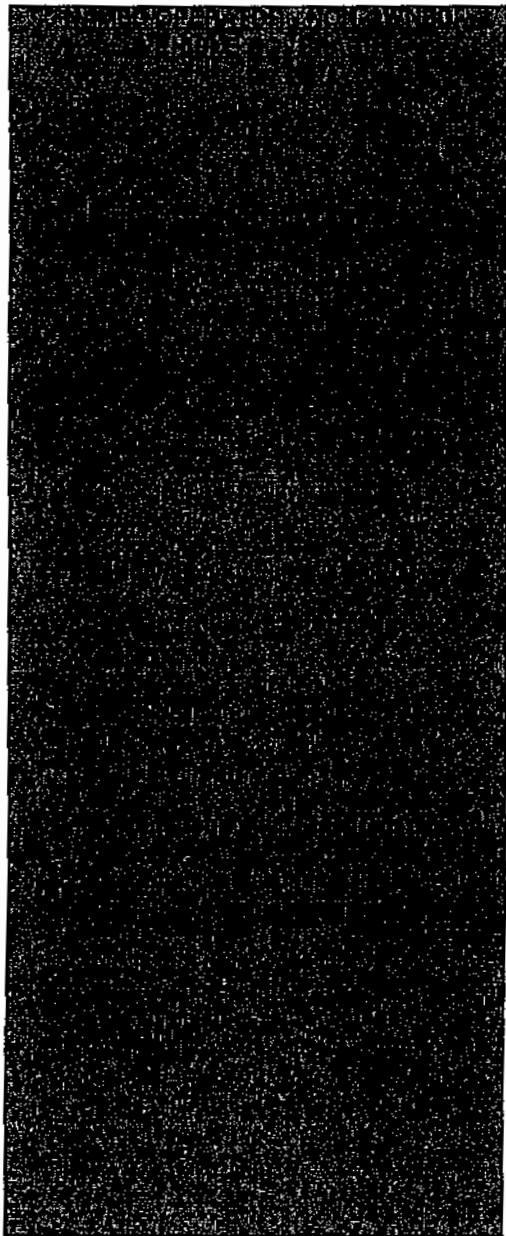


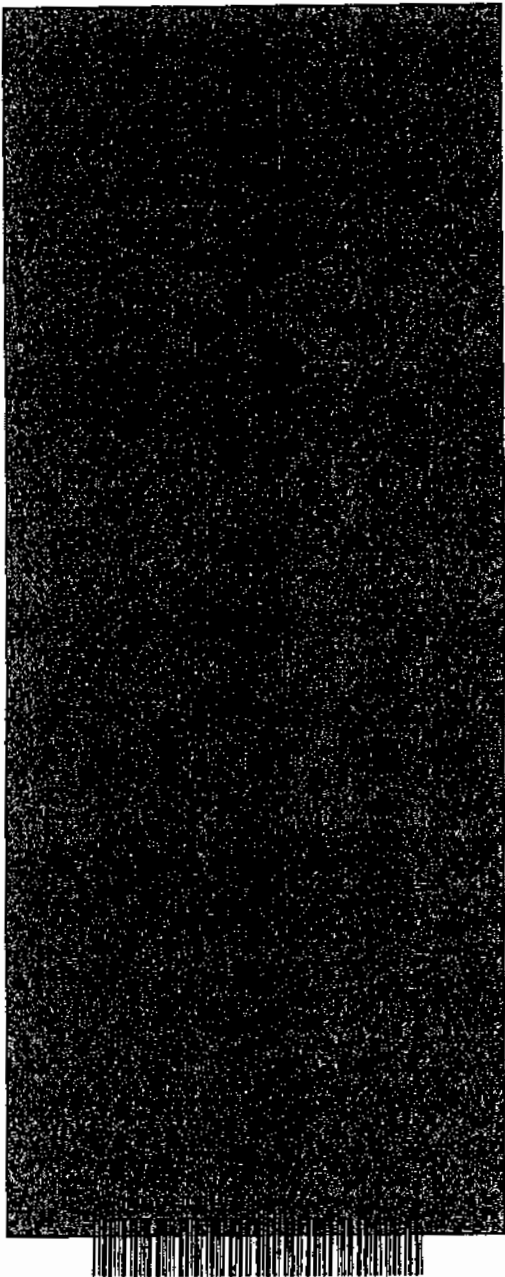
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Policy number: xxxxxxxx-x
xxxxxx xxxxxxxx
xxxxxx xxxxxxxx
Page x of x

Tennessee Motor Vehicle Policy Endorsement

Your policy is amended as follows:

The Insuring Agreement of Part I – Liability to Others is deleted in its entirety and replaced by the following:

Insuring Agreement

Subject to the Limits of Liability, if you pay the premium for liability coverage, we will pay damages, other than punitive or exemplary damages, for bodily injury and property damage for which an insured person becomes legally responsible because of an accident arising out of the:

- 1. ownership, maintenance, or use of a vehicle; or
- 2. use of any trailer while attached to a:
 - a. covered vehicle; or
 - b. non-owned vehicle operated by an insured person.

Damages include prejudgment interest awarded against an insured person.

We will settle or defend, at our option, any claim for damages covered by this Part I.

All other terms, limits and provisions of this policy remain unchanged.

Form Z007 TN (08/04)

Motor Vehicle Policy Endorsement

Your policy is amended as follows:

1. General Definitions

The definition of "vehicle" and "vehicles" is deleted and replaced by the following:

"Vehicle" and "vehicles" mean a land motor vehicle:

- a. which is a private passenger auto, pickup, or van;
- b. designed for operation principally upon public roads;
- c. with at least four wheels; and
- d. with a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer's specifications.

However, "vehicle" and "vehicles" do not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

2. Part I - Liability To Others

- (a) The Additional Definition of "trailer" in Part I is deleted and replaced by the following:

"Trailer" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a vehicle.

- (b) The following exclusion is added to Part I:

Coverage under this Part I, including our duty to defend, does not apply to bodily injury or property damage arising out of the ownership, maintenance or use of a vehicle or trailer while it is parked and being used:

- a. for commercial or business purposes;
- b. as a residence or premises; or
- c. as a premises for office, store or display purposes.

3. Part II - Medical Payments Coverage

The Additional Definition of "trailer" in Part II is deleted and replaced by the following:

"Trailer" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a land motor vehicle, but that is not used:

- a. for commercial or business purposes;
- b. as a premises for office, store or display purposes; or
- c. as a passenger conveyance.

4. Part IV - Damage To A Vehicle

- (a) The following provision is added to the Collision Coverage Insuring Agreement in Part IV:

Subject to any deductible applicable to a collision loss, we will replace, or reimburse the reasonable cost to replace, any child safety seat or restraint damaged in an accident to which this Collision Coverage applies.

- (b) The following exclusions are added to Part IV:

Coverage under Part IV - Damage To A Vehicle does not apply for loss to a covered vehicle, non-owned vehicle, or trailer, caused directly or indirectly by mold, mildew or fungus, including any type or form of:

- a. decomposing or disintegrating organic material or microorganism;
- b. organic surface growth on moist, damp, or decaying matter;
- c. yeast or spore-bearing plant-like organism; or
- d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to loss caused by mold, mildew or fungus, if such loss is caused by any other loss covered under this Part IV.



Continued

Policy number: XXXXXXXX-X

XXXXXXXX X XXXXX

Page 4 of 5

Coverage under Part IV - Damage To A Vehicle does not apply for loss to a **covered vehicle, non-owned vehicle, or trailer**, caused directly or indirectly by:

- a. war (declared or undeclared), including civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack;
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts; or
 - d. any intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, poisonous biological, chemical or hazardous material for any purpose other than its safe and useful purpose.
- (c) The following provision is added to the Limits of Liability in Part IV:

Payments for loss covered under Collision Coverage, Comprehensive Coverage, Custom Parts or Equipment Coverage and Additional Custom Parts or Equipment Coverage are also subject to the following provisions:

To determine the amount necessary to repair the damaged property to its pre-loss condition as referred to in paragraph 1.c., the total cost of necessary repair will be reduced by:

- (i) the cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss. This adjustment for physical condition includes, but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and peeling paint;
- (ii) an amount for depreciation (also referred to as betterment) that represents a portion of the cost of mechanical parts (parts that wear out over time and have a useful life typically shorter than the life of the vehicle as a whole) that are installed as replacements for existing mechanical parts that were defective, inoperable or nonfunctional prior to the accident, which we deem necessary to replace in the course of repair; and
- (iii) an amount for depreciation (also referred to as betterment) that represents a portion of the cost for replacement tires, batteries, engine or transmission, determined by the proportional increase in the useful life of the replacement part when compared to the replaced part. For example, if we replace a twenty-four (24) month old battery that had a manufacturer's rated life of sixty (60) months with a new sixty (60) month rated battery, our payment for the battery is reduced by forty percent (40%) and you are responsible to pay that forty percent (40%) portion of the cost of the battery. However, the reduction of the amount we will pay for a new or rebuilt engine or transmission will be determined by using the proportion the actual miles used before replacement, after reducing the miles used by 80,000, bears to 150,000 miles (or any other measure of useful engine life as reasonably determined by us). If we replace an engine or transmission that has less than 80,000 miles of use, no reduction shall be taken.

5. **Part V - Roadside Assistance Coverage**

The Additional Definition of "**covered disabled vehicle**" in Part V is deleted and replaced by the following:

"**Covered disabled vehicle**" means a disabled covered vehicle for which this coverage has been purchased.



Continued

Policy number: XXXXXXXX-X
XXXXXXXX X XXXXX
Page 5 of 5

6. **General Provisions**

The following paragraph is added to the Our Rights To Recover Payment provision:

If we elect to exercise our rights of recovery against a responsible person, entity, or organization, you authorize us, at our option, to recover any deductible incurred by you for property damage covered by this policy. We have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by you and the amount we have paid for property damage. If you or an insured person have other claims to pursue against the responsible person, entity or organization for recovery of damages not paid by us, then:

- 1. a separate or independent legal action may be filed by you or that insured person; or
- 2. the claims may be joined with our action if that person notifies us and secures separate counsel to protect those other interests.

We reserve the right to compromise or settle the deductible and property damage claims against the liable parties for less than the full amount. We reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. You are entitled to reimbursement of your proportionate share of any recovery, subject to a reduction for your proportionate share of expenses and attorney fees incurred in connection with these collection efforts.

All other terms, limits and provisions of this policy remain unchanged.

Form 7951 TH (01/03)

Policy number: XXXXXXXX-X
XXXXXX XXXXXXXX
XXXXXX XXXXXXXX
Page 1 of 1

Pro Rata Cancellation Refund Endorsement

The following is added to your policy:

When you renew this policy, we will waive our right under the policy to calculate cancellation refunds on a ninety percent (90%) of daily pro-rata basis; instead, any refund of premium following a cancellation that may apply to the renewal policy will be calculated on a daily pro-rata basis.

Form 0138 (09/02)



Allstate
You're in good hands.

TENNESSEE AUTO
555 MARRIOTT DRIVE SUITE 850
NASHVILLE TN 37214-5026

DAVID W HILL
488 SOUTH MENDENHALL
MEMPHIS TN 38117-4220

RECIPIENT OF ORIGINAL

SARAH WATKINS
PROGRESSIVE
27 CONRAD DR STE 105
JACKSON TN 38305-2844

COPY OF ORIGINAL

May 04, 2007

INSURED: JOSEPH EATON
DATE OF LOSS: June 30, 2006
CLAIM NUMBER: 1955706095 RBE
Re: Your claim number 06-0158596
Your Client: Susan Wright

PHONE NUMBER: 800-829-0414
FAX NUMBER: 615-874-6963
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

Dear Ms. Watkins:

I am writing to provide notice of my offer to settle this claim with Susan Wright for \$25,000. This offer represents the limits of our policy. I am including a copy of the computer print out verifying the limits.

This letter will also serve to confirm that our insured will agree in writing to cooperate with Progressive in connection with the arbitration of the uninsured motorist claim; provided, that Progressive will agree to waive its subrogation rights against our insured Joseph Eaton.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

BILL EVANS

BILL EVANS
615-874-6820
Allstate Insurance Company

Copy: DAVID W HILL

EVANS

GENI001

1955706095 RBE

PROGRESSIVE

Jackson Claims Office
27 Conrad Drive, Ste. 105
Jackson, Tennessee 38305
Telephone: 731-984-6500
Facsimile: 731-512-3469

May 7, 2007

Mr. Bill Evans
Allstate Insurance Co.
555 Marriott Drive, Ste. 850
Nashville, TN 37214

RE: Claim No.: 06-0158596
Policyholder: John C. Wright
DOL: June 30, 2006
Your Claim No.: 1955706095
Your Policyholder: Joseph Eaton
Claimant: Susan Wright

Dear Mr. Evans:

I am writing in response to your letter of May 4, 2007 received in the Progressive Jackson Claims Office on May 7, 2007.

Please be advised there is no UM/UIM coverage for this loss. Progressive does not provide coverage for a vehicle owned by our insured or insured spouse which is not listed on the policy Declarations Page. The title history obtained from the State of Tennessee confirms Susan Wright was the titled owner of the vehicle she was occupying at the time of this accident, yet it was not listed on our policy.

Please let me know if you have any questions.

Sincerely,



Sarah C. Watkins
Sr. Claims Specialist

sarah_c_watkins@progressive.com
(731) 984-6509

cc: David W. Hill, Attorney at Law
Nahon, Saharovich & Trotz, PLC
488 S. Mendenhall
Memphis, TN 38117



PROGRESSIVE

Jackson Claims Office
27 Conrad Drive, Ste. 105
Jackson, Tennessee 38305
Telephone: 731-984-6500
Facsimile: 731-512-3469

December 4, 2006

Ms. Susan A. Wright
c/o Ashley Ward, Attorney at Law
488 South Mendenhall
Memphis, TN 38117

RE: Claim No.: 06-0158596
Policyholder: John C. Wright
Policy No.: 11773368-3
Underwritten By: Mountain Laurel Assurance Co.
DOL: June 30, 2006

Dear Ms. Wright:

Please be advised we have completed our investigation of the above captioned accident which was reported to the Progressive Claims office on October 27, 2006.

Please be advised that there is no coverage with regard to this accident. We have obtained from the State of Tennessee a copy of the complete title history on the 2004 Chevrolet Impala you were occupying at the time of this accident. The title history shows you were the original purchaser of the vehicle and also indicates you were still the titled owner of the vehicle at the time the total loss was resolved by Nationwide Insurance.

According to your Tennessee Motor Vehicle Policy Form 9608 (03/01), Page 15:

PART III - UNINSURED MOTORIST COVERAGE

When used in this Part III:

1. "Insured person" and "insured persons" mean:
 - a. ~~you or a relative~~
 - b. any person occupying a covered vehicle;
2. "Non-owned vehicle" means any vehicle that is not owned by you, a relative, or the named insured's non-resident spouse.

END

PROGRESSIVE

Ms. Susan A. Wright
c/o Ashley Ward, Attorney at Law
December 4, 2006
Page 2

An "**uninsured motor vehicle**" does not include any motorized vehicle or equipment:
a. **owned by you or a relative;**

According to your Tennessee Motor Vehicle Policy Form 9608 (03/01), Page 2:

GENERAL DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:

4. "**Covered vehicle**" means:
- a. any **vehicle** shown on the Declarations Page, unless **you** have asked **us** to delete that **vehicle** from the policy;
 - b. any additional **vehicle** on the date **you** become the **owner** if:
 - (i) **you** acquire the **vehicle** during the policy period shown on the **Declarations Page**;
 - (ii) **we** insure all **vehicles owned by you**; and
 - (iii) no other insurance policy provides coverage for that **vehicle**.

If **we** provide coverage for a **vehicle** **you** acquire in addition to any **vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage **we** provide for any **vehicle** shown on the **Declarations Page**. **We** will provide coverage for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **vehicle**.

8. "**Owned**" means the person:
- a. ~~holds legal title to the vehicle;~~
-
9. "**Owner**" means any person who, with respect to a **vehicle**:
- a. holds legal title to the **vehicle**;
-

PROGRESSIVE

Ms. Susan A. Wright
c/o Ashley Ward, Attorney at Law
December 4, 2006
Page 2

We wish to advise you that no further action will be taken by Mountain Laurel Assurance Co. with regard to this matter.

Please contact the undersigned should you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarah C. Watkins".

Sarah C. Watkins
Claims Specialist
(731) 984-6509

PROGRESSIVE

Jackson Claims Office
27 Conrad Drive, Ste. 105
Jackson, Tennessee 38305
Telephone: 731-984-6500
Facsimile: 731-512-3469

February 20, 2007

Mr. David W. Hill, Attorney at Law
Nahon, Saharovich & Trotz, PLC
488 S. Mendenhall
Memphis, TN 38117

RE: Claim No.: 06-0158596
Policyholder: John Wright
Policy No.: 11773368-3
Underwritten By: Mountain Laurel Assurance Co.
DOL: June 30, 2006
Your Client: Susan A. Wright
Your File: 213095

Dear Mr. Hill:

I am writing to acknowledge receipt of the demand you have submitted on behalf of your client referenced above. Please be advised we have already denied coverage for this loss.

In order for Mrs. Wright to be entitled to UM/UIM coverage, the vehicle owned by Mrs. Wright and which she was occupying at the time of the accident must have been listed on her auto policy with Progressive. The title history we obtained from the State of Tennessee confirms Mrs. Wright was the titled owner of the vehicle at the time of this accident and the policy Declarations Page confirms the vehicle was not listed on her policy at that time.

Please be advised no further action will be taken by Mountain Laurel Assurance Co. With regard to this matter.

Sincerely,



Sarah C. Watkins
Sr. Claims Specialist
(731) 984-6509

enclosure
